

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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HICKEY FREEMAN TAILORED CLOTHING,  
INC.,

Plaintiff,

v.

Case No. 17 Civ 5754

CHARGEURS, S.A., LAINIÈRE DE (KPF)

PICARDIE BC SAS, LAINIÈRE DE

PICARDIE INC., LAINIÈRE DE

PICARDIE (WUJIANG) TEXTILES CO.

LTD., AND VERATEX LINING LTD.,

Defendants.

-----  
CONTINUED

30(b)(6) DEPOSITION of VANESSA DEFAIT

VOLUME II

June 19, 2018

New York, New York

Reported by:

Robin LaFemina

JOB NO. 21844

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1  
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3  
4  
5 June 19, 2018  
6 9:14 a.m.  
7  
8 RULE 30(b)(6) CONTINUED DEPOSITION  
9 of CHARGEURS, S.A., by VANESSA DEFAIT, held  
10 at the offices of Loeb & Loeb LLP, 345 Park  
11 Avenue, New York, New York, before Robin  
12 LaFemina, a Registered Professional Reporter,  
13 Certified LiveNote Reporter and Notary  
14 Public within and for the State of New York.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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1  
2 APPEARANCES (C'td.)  
3  
4 FOR DEFENDANTS CHARGEURS S.A., LAINIÉRE DE  
5 PICARDIE BC SAS, LAINIÉRE DE PICARDIE INC.:  
6 FOX ROTHSCHILD, LLP  
7 2000 Market Street - 20th Floor  
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9 BY: WILLIAM STASSEN, ESQ.  
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11 EMAIL: wstassen@foxrothschild.com  
12  
13 FOR DEFENDANTS VERATEX LINING LTD.:  
14 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP  
15 BY: ERIC NIEDERER, ESQ.  
16 1010 Washington Boulevard  
17 Stamford, Connecticut 06901  
18 TELEPHONE: 203-388-9100  
19 EMAIL: eric.niederer@wilsonelser.com  
20  
21 ALSO PRESENT:  
22 ERIC HEUBERGER, French Interpreter  
23  
24  
25

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1  
2 APPEARANCES  
3  
4 FOR PLAINTIFF:  
5 LOEB & LOEB LLP  
6 BY: FRANK D. D'ANGELO, ESQ.  
7 345 Park Avenue  
8 New York, New York 10154-1895  
9 TELEPHONE: 212-407-4189  
10 EMAIL: fdangelo@loeb.com  
11  
12 FOR DEFENDANTS CHARGEURS S.A., LAINIÉRE DE  
13 PICARDIE BC SAS, LAINIÉRE DE PICARDIE INC.:  
14 FOX ROTHSCHILD, LLP  
15 BY: CAROLINE A. MORGAN, ESQ.  
16 101 Park Avenue, Suite 1700  
17 New York, New York 10178  
18 TELEPHONE: 212-878-7900  
19 EMAIL: cmorgan@foxrothschild.com  
20  
21  
22  
23  
24  
25

1  
2 ERIC HEUBERGER,  
3 recalled as a French Interpreter,  
4 having been previously duly sworn by  
5 Robin LaFemina, a Notary Public within  
6 and for the State of New York,  
7 translated as follows:  
8 VANESSA DEFAIT,  
9 recalled as a Witness, having been  
10 previously duly sworn by Robin LaFemina,  
11 a Notary Public within and for the  
12 State of New York, was examined and  
13 testified as follows:  
14 EXAMINATION BY  
15 MR. D'ANGELO:  
16 Q. Good morning, Ms. Defait. How  
17 are you?  
18 A. I'm doing well. Thank you.  
19 Q. You understand you're still  
20 under oath; is that correct?  
21 A. Correct. That's right. I  
22 understand.  
23 Q. Ms. Defait, did you do any  
24 additional preparation for your deposition  
25 in between the time when we broke last night

2 (Pages 170 to 173)

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1                   Defait  
 2 and this morning?  
 3     A. Yes, I did.  
 4     Q. And what did that consist of?  
 5     A. I checked the -- I verified the  
 6 by-laws of Fitexin and of Chargeurs Entoilage  
 7 and also I made sure that in order to make  
 8 sure that the statements that I made yesterday  
 9 were exact, I also spoke with my lawyer and  
 10 I also called Francois Rousseau.  
 11    Q. And why did you check the  
 12 by-laws of Fitexin and Chargeurs Entoilage?  
 13    A. I wanted to make sure that the  
 14 statements that I made yesterday were exact  
 15 and that I hadn't made any mistakes  
 16 concerning the appointment of Angela Chan or  
 17 her revocation by the supervisory board.  
 18    Q. And how long did you speak  
 19 with -- excuse me. And why did you call  
 20 Mr. Rousseau?  
 21    A. Solely to make sure that no one  
 22 from Chargeurs, S.A. was present at a  
 23 presentation that he made -- that he gave.  
 24 It was a presentation by the international  
 25 association and I think the last two letters

1                   Defait  
 2     Q. Anyone else participate in that  
 3 call or meeting besides you and Ms. Morgan  
 4 and/or Mr. Stassen?  
 5     A. No.  
 6     Q. I think yesterday there was some  
 7 discussion regarding a supervisory board for  
 8 Chargeurs Entoilage that has a representative  
 9 of Chargeurs, S.A. and a representative of  
 10 Chargeurs Boissy on that supervisory board.  
 11    Do you remember that?  
 12    A. Yes.  
 13    Q. Does Fitexin have a supervisory  
 14 board?  
 15    A. Yes.  
 16    Q. And what does that supervisory  
 17 board do?  
 18    A. The supervisory board of Fitexin  
 19 has pretty much the same role as the  
 20 supervisory board of Chargeurs Entoilage.  
 21 It deals with certain specific questions and  
 22 there are certain conditions, the president  
 23 of Fitexin, for example, has to refer to  
 24 the -- defer to the supervisory board of  
 25 Fitexin before taking certain decisions, and

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Page 177

1                   Defait  
 2 of the acronym are CD.  
 3     Q. And was anyone from Chargeurs,  
 4 S.A. at that presentation besides or other  
 5 than Mr. Rousseau?  
 6     A. He confirmed to me what I  
 7 already supposed, which was that there was  
 8 no one from Chargeurs, S.A. at the event.  
 9     Q. Did anyone from Chargeurs, S.A.  
 10 help Mr. Rousseau prepare that presentation?  
 11    A. No. Not to my knowledge.  
 12    Q. And without disclosing the  
 13 substance of the conversations with your  
 14 lawyers, why did you speak with them?  
 15    MS. MORGAN: I'll object to that  
 16 question and direct you not to answer  
 17 because it relates to -- I think that  
 18 gets into the discussions that we had,  
 19 Frank, the way you're posing that  
 20 question.  
 21    MR. D'ANGELO: Okay. That's  
 22 fine.  
 23    Q. How long did you speak with your  
 24 lawyers for?  
 25    A. Two hours.

1                   Defait  
 2 the decisions of the board do not encompass  
 3 dealings with third parties, but are for  
 4 internal purposes alone.  
 5     Q. Can you give me examples of  
 6 internal matters that the president of  
 7 Fitexin has to defer to this board regarding?  
 8     MS. MORGAN: Do you mean actual  
 9 items that have been taken from the  
 10 president to the board or hypothetical --  
 11    MR. D'ANGELO: I mean items that  
 12 are within that board's purview.  
 13    A. So according to the by-laws of  
 14 Fitexin, the president of Fitexin has to  
 15 commit -- sorry -- has to consult the  
 16 supervisory board for certain types of  
 17 operations. For example, the acquisition of  
 18 a company or for investments that are above  
 19 a certain threshold, for the -- for any  
 20 changes made to the by-laws of the company,  
 21 for the appointment of auditors or for the  
 22 appointment or revocation of the president  
 23 of the company or appointment or revocation  
 24 of members of the board.  
 25    Q. Of what supervisory board?

3 (Pages 174 to 177)



<p>1 Defait 2 provide it or not. 3 Q. If Chargeurs, S.A. suspected 4 some kind of wrongdoing at Chargeurs Entoilage, 5 it would just ask for information, it wouldn't 6 do anything more? 7 MS. MORGAN: Objection to the 8 form. You can answer. 9 A. So in fact, in reality, these 10 are two distinct legal entities with 11 different personalities and each one has a 12 clearly defined role, so the answer would be 13 no. Other than by seeking legal recourse, 14 Angela Chan if she does not want to, if she 15 opposes handing over information to Chargeurs, 16 S.A., she would be able to do so. So there 17 would have to be some type of litigation 18 between the two companies, legal recourse 19 being sought, and this has never happened, 20 it's very hypothetical. 21 Q. If Chargeurs, S.A. suspected 22 that Angela Chan was engaged in some kind of 23 wrongdoing at Chargeurs Entoilage, what 24 could it do? 25 MS. MORGAN: Objection to the</p>	<p>1 Defait 2 supervisory board. Sorry. 3 MS. MORGAN: Okay. 4 MR. D'ANGELO: I understood what 5 he meant. 6 MS. MORGAN: I know, but for the 7 record. 8 THE INTERPRETER: Sorry. 9 Q. Are you familiar with the 10 company named Veratex Interlining Ltd.? 11 A. Yes. I heard about Veratex in 12 the context of the Hickey Freeman lawsuit. 13 Q. I'm just going to call them 14 Veratex; is that all right? 15 A. That's fine. 16 Q. Do you know what that company 17 does? 18 A. Not at all. I don't know what 19 they do. 20 Q. Does Chargeurs, S.A. have a 21 relationship with Veratex? 22 A. Chargeurs, S.A. doesn't have any 23 contract signed with Veratex, they don't 24 have any commercial relationship with Veratex. 25 Q. Does it have any relationship</p>
<p>Page 183</p> <p>1 Defait 2 form. You can answer. 3 Q. It could remove her, couldn't it? 4 MS. MORGAN: Objection to the 5 form. You can answer. 6 A. Angela Chan is the president of 7 Chargeurs Entoilage, and the people, that 8 is, the body that has the jurisdiction to 9 remove her would be the supervisory body, and 10 the supervisory body is led by Chargeurs, S.A. 11 and Chargeurs Boissy, comprised by them, so 12 if they, Chargeurs, S.A. and Chargeurs Boissy, 13 wanted to remove Angela Chan, they could do 14 it, but they would have to justify the 15 reasons and they would have to prove 16 wrongdoing on the part of Angela Chan in her 17 functions. 18 MS. MORGAN: Eric, when you were 19 translating, did you mean supervisory 20 board? 21 THE INTERPRETER: Did I not say 22 that? 23 MS. MORGAN: You said supervisory 24 body. 25 THE INTERPRETER: Oh, I meant</p>	<p>Page 185</p> <p>1 Defait 2 with Veratex that arises out of anything 3 other than a signed contract? 4 A. What do you mean by relationship? 5 Q. You understand that two 6 companies can do business with one another 7 without having a signed contract; right? 8 A. There's no commercial 9 relationship, no business relationship 10 between Veratex and Chargeurs, S.A. 11 Q. What about any other companies 12 within the Chargeurs group? 13 A. I don't know. I only heard of 14 Veratex, I only learned their name after 15 the -- in the context of the Hickey Freeman 16 lawsuit. 17 Q. Do you know if any of the CFT -- 18 strike that. 19 Do you know if any companies 20 within the CFT division do any business with 21 Veratex? 22 A. I don't know. 23 Q. Does LP BC do business with 24 Veratex? 25 A. I don't know.</p>

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1 Defait  
 2 Q. Does LP, Inc. do business with  
 3 Veratex?  
 4 A. I don't know.  
 5 Q. Does LP Wujiang do business with  
 6 Veratex?  
 7 A. That's what I understood in the  
 8 context of the Hickey Freeman lawsuit.  
 9 Q. What's the nature of the  
 10 relationship between LP Wujiang and Veratex?  
 11 MS. MORGAN: Objection to the  
 12 form to the extent that it calls for  
 13 you to discuss any conversations you've  
 14 had with counsel. If you have any  
 15 independent knowledge, you can testify  
 16 concerning that.  
 17 MR. D'ANGELO: If this witness  
 18 was adequately prepared to take her  
 19 deposition, she should be able to  
 20 answer this question, and whether that  
 21 impacts any conversation with counsel  
 22 or not it's irrelevant. If it came up  
 23 in the context of her prep, then she  
 24 can testify to that.  
 25 MS. MORGAN: Your question was

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1 Defait  
 2 Is that what you mean?  
 3 A. That's right.  
 4 Q. What products?  
 5 A. Interlining and product whose  
 6 model number is 3069.  
 7 Q. Does it distribute any other  
 8 models of interlining from Wujiang to Hickey  
 9 Freeman?  
 10 A. I don't know.  
 11 Q. Do you know if Veratex alters in  
 12 any way the interlining that it distributes  
 13 from Wujiang to Hickey Freeman?  
 14 MR. NIEDERER: Objection to form.  
 15 A. I have no idea.  
 16 Q. Do you know if Veratex  
 17 repackages interlining it received from  
 18 Wujiang before shipping it to Hickey Freeman?  
 19 A. I don't know.  
 20 Q. Do you know if Veratex relabels  
 21 the interlining that it receives from  
 22 Wujiang before shipping it to Hickey Freeman?  
 23 A. I don't know.  
 24 Q. Do you know if -- strike that.  
 25 Does Veratex use a different

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1 Defait  
 2 very broad and there are legal --  
 3 MR. D'ANGELO: It is quite simple.  
 4 MS. MORGAN: -- issues --  
 5 MR. D'ANGELO: It is a quite  
 6 simple question.  
 7 MS. MORGAN: -- there are legal  
 8 issues that relate to that.  
 9 Q. Can you answer the question,  
 10 Ms. Defait?  
 11 A. Yes, I understand the question,  
 12 and Veratex is the distributor for LP Wujiang,  
 13 and as I said yesterday I don't really know  
 14 anything more about that, I don't know  
 15 anything more about the products sold by LP  
 16 Wujiang to Veratex.  
 17 Q. What does Veratex distribute for  
 18 Wujiang?  
 19 A. The only thing I know, and I  
 20 learned about it in the context of this  
 21 lawsuit, is that Veratex has distributed  
 22 products for -- sorry -- distributed Hickey  
 23 Freeman products made by Wujiang, LP Wujiang.  
 24 Q. You mean Veratex distributed  
 25 products made by Wujiang to Hickey Freeman?

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1 Defait  
 2 model number for the 3069 interlining?  
 3 A. I don't know.  
 4 Q. Do you know if Veratex inspects  
 5 in any way interlining it receives from  
 6 Wujiang before shipping it to Hickey Freeman?  
 7 MR. NIEDERER: Objection to form.  
 8 A. I don't know.  
 9 Q. Do you know if Veratex tests in  
 10 any way the interlining it receives from  
 11 Wujiang before distributing it?  
 12 MR. NIEDERER: Objection to form.  
 13 A. I don't know.  
 14 Q. Does Wujiang ask Veratex to  
 15 inspect interlining that Veratex distributes  
 16 on its behalf?  
 17 MR. NIEDERER: Objection to form.  
 18 A. I don't know.  
 19 MR. D'ANGELO: What's the  
 20 objection there, Eric?  
 21 MR. NIEDERER: It's overly  
 22 broad. Are you talking about any  
 23 product, the product at issue in this  
 24 case?  
 25 MR. D'ANGELO: Any product.

6 (Pages 186 to 189)

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1 Defait  
 2 MR. NIEDERER: It was vague.  
 3 MR. D'ANGELO: Any product.  
 4 MR. NIEDERER: Okay.  
 5 Q. Did Wujiang ask Veratex to  
 inspect the interlining at issue in this  
 case that Veratex distributed to Hickey  
 Freeman on its behalf?  
 6 A. I don't know.  
 7 Q. Did Wujiang ask Veratex to test  
 the interlining at issue that it distributed  
 to Hickey Freeman on Wujiang's behalf?  
 8 A. I don't know.  
 9 Q. Who would know that information?  
 10 MS. MORGAN: The last question?  
 11 Q. Who would know whether Wujiang  
 asked Veratex to inspect or test the  
 interlining at issue here before sending it  
 to Hickey Freeman?  
 12 A. LP Wujiang itself.  
 13 Q. Did you speak to anybody at  
 Wujiang about that?  
 14 A. No.  
 15 Q. Did you speak to anyone at  
 Wujiang about what other products Wujiang

1 Defait  
 2 A. I don't know what LP Wujiang is  
 3 in the context -- I don't know what  
 4 Chargeurs, S.A. knows about LP Wujiang in  
 5 its relationship to Veratex.  
 6 Q. I'm asking you what Wujiang  
 7 knows.  
 8 A. So what I know about Wujiang?  
 9 Q. I want to know what Wujiang knows.  
 10 A. I don't know what LP Wujiang  
 11 knows. It's a very broad question.  
 12 Q. Do you know anything that Wujiang  
 13 knows?  
 14 MS. MORGAN: Objection to the  
 15 form. You can answer to the extent you  
 16 understand.  
 17 A. In which context?  
 18 Q. In any context.  
 19 MS. MORGAN: Same objection.  
 20 A. No.  
 21 Q. Does Wujiang ask Veratex to  
 22 create its own data sheets for interlining  
 23 created by Wujiang?  
 24 A. I don't know.  
 25 Q. Are you familiar with the

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1 Defait  
 2 has Veratex distribute for it?  
 3 MR. D'ANGELO: Can you retranslate  
 4 the question, please, Eric?  
 5 A. No.  
 6 Q. Have you ever heard of the term  
 7 data sheet for fusible interlining?  
 8 A. A data sheet?  
 9 Q. Have you ever heard that term  
 10 before?  
 11 A. In what context?  
 12 Q. I'll represent to you a data  
 13 sheet is a piece of paper and it contains  
 14 certain parameters for fusing a particular  
 15 model of fusible interlining onto fabric.  
 16 Have you ever seen anything like  
 17 that?  
 18 A. No.  
 19 Q. Did you see any data sheets  
 20 created by Wujiang over the course of your  
 21 deposition prep?  
 22 A. No.  
 23 Q. Does Wujiang know if Veratex  
 24 creates its own data sheets for interlining  
 25 that it distributes for Wujiang?

1 Defait  
 2 company Chargeurs Interlining HK Ltd.?  
 3 THE INTERPRETER: Is it  
 4 Chargeurs Entoilage or Interlining?  
 5 MR. D'ANGELO: Interlining.  
 6 A. Yes, I do.  
 7 Q. What does that company do?  
 8 A. It's a subsidiary of Fitexin and  
 9 it's a -- it's a sales -- they do sales and  
 10 they don't have any production site.  
 11 Q. When you say they do sales, does  
 12 that mean they distribute products that are  
 13 manufactured by another company, or do you  
 14 mean something else?  
 15 A. All I know is that it's a  
 16 company that doesn't have its own production  
 17 capacity, so it distributes products that  
 18 are produced at manufacturing sites by other  
 19 Fitexin subsidiaries.  
 20 Q. Does it ever distribute products  
 21 manufactured by Wujiang?  
 22 A. Yes.  
 23 Q. Has it ever distributed Model  
 24 3069 interlining?  
 25 A. I don't know.

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7 (Pages 190 to 193)

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1 Defait  
 2 Q. Did Chargeurs Interlining HK Ltd.  
 3 play any role in selling or distributing the  
 4 interlining at issue in this case?  
 5 A. I don't know.  
 6 Q. Fitexin also -- excuse me.  
 7 Strike that.  
 8 Veratex also distributes goods  
 9 manufactured by Wujiang; is that right?  
 10 A. I don't know.  
 11 Q. Didn't you say earlier Veratex  
 12 is a distributor of Wujiang?  
 13 A. I -- in fact, I did indeed learn  
 14 that in the context of the Hickey Freeman  
 15 lawsuit Veratex was a distributor for LP  
 16 Wujiang, but I know nothing further about that.  
 17 Q. Do you know when Wujiang uses  
 18 Veratex as a distributor versus when it uses  
 19 Chargeurs Interlining HK Ltd. as a distributor?  
 20 A. I don't know.  
 21 Q. Did you speak to anyone at  
 22 Wujiang as to whether Chargeurs Interlining  
 23 HK Ltd. was involved in distributing the  
 24 interlining in this case?  
 25 A. No.

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1 Defait  
 2 Q. Why does Wujiang use distributors?  
 3 Why doesn't it just ship goods directly?  
 4 A. In fact, I don't know if LP  
 5 Wujiang doesn't actually do direct sales to  
 6 some clients.  
 7 Q. You don't know?  
 8 A. No. No, I'm not in the business,  
 9 in LP Wujiang's business.  
 10 Q. But you know that Veratex shipped  
 11 the goods at issue here to Hickey Freeman?  
 12 A. It's the first time I heard  
 13 Veratex and I think what I understood from  
 14 this is that LP Wujiang produced the lots  
 15 that Veratex distributed to Hickey Freeman,  
 16 and, therefore, I understood that Veratex  
 17 was the distributor for LP Wujiang.  
 18 Q. Why didn't Wujiang just ship  
 19 that interlining directly to Hickey Freeman?  
 20 MS. MORGAN: Objection to the  
 21 form. You can answer.  
 22 MR. D'ANGELO: What's the  
 23 objection?  
 24 MS. MORGAN: You're asking for  
 25 the mindset of individuals at Wujiang

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1 Defait  
 2 at the time.  
 3 MR. D'ANGELO: Right. Which is  
 4 precisely the sort of thing that the  
 5 court ordered this witness be prepared  
 6 on.  
 7 MS. MORGAN: I think what the  
 8 court ordered is reflected in your  
 9 decision.  
 10 MR. D'ANGELO: We'll see about  
 11 that.  
 12 Q. Go on, Ms. Defait.  
 13 A. Can you repeat the question, can  
 14 the translator repeat the question?  
 15 (Interpreter repeats question.)  
 16 A. I don't know in the context of  
 17 the lots that were considered defective by  
 18 Hickey Freeman, I don't know if LP Wujiang  
 19 made the sales to Veratex directly or went  
 20 through an intermediary company. I don't  
 21 know the channels of -- these channels of  
 22 distribution of these lots.  
 23 Q. Who would know about the  
 24 channels of distribution of those lots?  
 25 A. LP Wujiang and all other companies

Page 197

1 Defait  
 2 involved in these facts.  
 3 Q. Did you speak to anybody at  
 4 Wujiang about that?  
 5 A. No.  
 6 Q. Does Chargeurs Interlining HK  
 7 alter the interlining -- strike that.  
 8 Does Wujiang know if Chargeurs  
 9 Interlining HK alters interlining that it  
 10 distributes for Wujiang in any way?  
 11 A. I don't know what LP Wujiang  
 12 knows. I don't know.  
 13 Q. Does Wujiang know if Chargeurs  
 14 Interlining HK repackages or relabels  
 15 interlining that it distributes for Wujiang  
 16 in any way?  
 17 A. I don't know.  
 18 MR. D'ANGELO: Let's mark  
 19 Chargeurs Exhibit 11, please.  
 20 (Chargeurs Exhibit 11,  
 21 Technical Presentation bearing  
 22 production numbers LDP000248-LDP000294,  
 23 marked for identification, as of this  
 24 date.)  
 25 MS. MORGAN: I'll just note for

8 (Pages 194 to 197)

Page 198

Page 200

1 Defait  
 2 the record that the -- some of the  
 3 printing in this is in -- some of the  
 4 printing on this, for example, the  
 5 first page isn't showing the full  
 6 picture of this slide based on the  
 7 toner that was used.

8 MR. D'ANGELO: Any other pages  
 9 besides the first page that you noticed  
 10 that on, Caroline?

11 MS. MORGAN: I haven't had time  
 12 to look. I just looked at the first  
 13 page and I'm flipping through now.

14 MR. D'ANGELO: Yes. Can you  
 15 flip through and let me know if there  
 16 are any others, please?

17 (Witness reviewing document.)

18 MS. MORGAN: As to the quality  
 19 of the other slides, I have to compare  
 20 it to the original because I was just  
 21 going from my memory, but I'll say that  
 22 at this moment, 265, 277 and 279 look,  
 23 as I recall, different than the  
 24 original, and I'm not sure about the  
 25 others because I'd have to go back to

1 Defait  
 2 form. You can answer.  
 3 A. CFT, Chargeurs Fashion  
 4 Technologies, is the commercial name of one  
 5 of the divisions of Chargeurs, S.A.

6 Q. Let's turn to the second page of  
 7 the exhibit, please. Can you take a look at  
 8 that, please? Let me start by asking you,  
 9 do you know who prepared this document?

10 A. No, I don't.

11 Q. The top of the second page of  
 12 the exhibit says Function of Interlining.

13 Do you see that?

14 A. That's right.

15 Q. The middle of the page has a  
 16 list in between two pictures of suit jackets.

17 Do you see that?

18 A. Yes, I see that.

19 Q. Is one function of interlining  
 20 to provide hand feel and shape to a garment?

21 A. Yes. That's right. It's a sort  
 22 of structure for the garment.

23 Q. Is another function of  
 24 interlining to provide less wrinkling or  
 25 puckering?

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Page 201

1 Defait  
 2 that other document.

3 MR. D'ANGELO: Okay. I don't  
 4 think that's true, but I'm not going to  
 5 be asking about those pages anyway, so  
 6 I don't think it matters.

7 Q. Ms. Defait, have you ever seen  
 8 this document before?

9 A. No.

10 Q. Is there a chance that you did  
 11 see this document, but are somehow not able  
 12 to recognize it because of the toner issue  
 13 on the first page?

14 MS. MORGAN: Objection to the  
 15 form to the extent that I also referred  
 16 to other pages in my prior comment  
 17 concerning that that's based on my  
 18 recollection.

19 Q. If you had seen this document  
 20 before, would you have known?

21 A. I would, but I really don't  
 22 remember, recall having seen it.

23 Q. CFT, that's one of Chargeurs,  
 24 S.A.'s four business lines; correct?

25 MS. MORGAN: Objection to the

1 Defait  
 2 MS. MORGAN: Objection to the  
 3 form. It's compound. You can answer it.

4 MR. D'ANGELO: All right. Let  
 5 me break that down.

6 Q. Is one function of interlining  
 7 to provide less wrinkling in a garment?

8 A. I know that one of the functions  
 9 of interlining is to provide a certain  
 10 structure to a garment, but beyond that, in  
 11 terms of anything more specific, I can't  
 12 speak as to the specificities and functions  
 13 of interlining because I'm not technologically  
 14 knowledgeable about it.

15 Q. When you say it provides a sort  
 16 of structure for the garment, what do you  
 17 mean? I'm asking you as a general matter  
 18 what you meant by that.

19 A. My answer would be quite general  
 20 as well it would be that it provides a  
 21 garment with a crisp look that doesn't have  
 22 any wrinkles, any folds.

23 Q. When it says here the word  
 24 puckering, do you know what that refers to?

25 A. In this document, which I

9 (Pages 198 to 201)

<p style="text-align: right;">Page 202</p> <p>1                   Defait 2 haven't written myself, I don't know what 3 they're referring to. 4     Q. How about apart from the 5 document? If I'm referring to a garment as 6 puckering, do you have any idea what that 7 means? 8     A. In my own definition, yes, I -- 9 looking at the suit, yes, I could say that I 10 know what puckering is, but we might have a 11 different idea of what puckering actually 12 means. 13    Q. So why don't you let me know 14 what you mean by puckering and what idea you 15 have of what it means if the garment pucks. 16    A. That means it wouldn't have a 17 nice shape. For example, in the image that 18 we see here, this is an example of, in my 19 opinion, of what is meant by puckering. 20    MR. D'ANGELO: Let the record 21 reflect the witness gestured toward the 22 photo on page LDP000249 which contains 23 a picture of a suit under the heading 24 Without Interlining. 25    Q. And using your idea and your</p>	<p style="text-align: right;">Page 204</p> <p>1                   Defait 2 taken.) 3 CONTINUED BY MR. D'ANGELO: 4     Q. Ms. Defait, did you speak with 5 anyone from Fitexin during the course of 6 your preparation for today's deposition? 7     A. If Francois Rousseau has a 8 contract with -- a work contract with 9 Fitexin, then my answer would be yes. 10    Q. Besides Mr. Rousseau, anyone else? 11    A. At Fitexin? 12    Q. Yes. 13    A. No. 14    Q. Do you know if you reviewed any 15 Fitexin documents to prepare for today's 16 deposition or yesterday's deposition? 17    A. Yes. 18    Q. Which Fitexin documents did you 19 review? 20    A. The Fitexin bylaws. 21    Q. Other than the Fitexin bylaws? 22    A. No. 23    Q. Did you speak with anyone from 24 Chargeurs Entoilage to prepare for the 25 deposition?</p>
<p style="text-align: right;">Page 203</p> <p>1                   Defait 2 understanding of puckering, Ms. Defait, is 3 it your understanding that one function of 4 interlining is to prevent or minimize 5 puckering? 6     A. Yes, as per my knowledge. 7 Interlining would help avoid that kind of 8 pucker. 9     Q. The last item here at the bottom 10 of the list under the list Function of 11 Interlining, it says Beautiful Appearance. 12    Do you see that? 13    And I understand you didn't 14 prepare this document, but is one function 15 of interlining to make a garment appear to 16 be more beautiful? 17    A. Yes. 18    Q. You can put that one aside, 19 Ms. Defait. Thank you. 20    MS. MORGAN: We've been going 21 for a little over an hour. Do you need 22 a break? 23    MR. D'ANGELO: Yes. Let's take 24 a five-minute break. 25    (Whereupon, a brief recess was</p>	<p style="text-align: right;">Page 205</p> <p>1                   Defait 2 A. If Francis Rousseau has a work 3 contract with Chargeurs Entoilage, then yes. 4     Q. Do you know if he has a work 5 contract with Fitexin or Chargeurs Entoilage 6 or both? 7     A. I don't know if it's one or the 8 other of these companies. 9     Q. Did you review any Chargeurs 10 Entoilage documents to prepare for the 11 deposition today? 12    A. Yes. 13    Q. Are those the by-laws of 14 Chargeurs Entoilage? 15    A. Yes. 16    Q. Did you review any other 17 Chargeurs Entoilage documents besides the 18 bylaws? 19    A. No. 20    Q. How did you obtain the Fitexin 21 bylaws? 22    A. Fitexin asked me, had asked me 23 to work on their bylaws, therefore, I have 24 their bylaws on my files. I worked on 25 changes to the bylaws of both Chargeurs</p>

<p style="text-align: right;">Page 206</p> <p>1                   Defait 2 Entoilage and Fitexin, therefore, I have had 3 access to these documents. 4     Q. Do you want to add anything to 5 that, Ms. Defait? 6     A. No. 7     Q. Other than the bylaws of Fitexin 8 and Chargeurs Entoilage, do you have access 9 to any other documents of those companies? 10    A. Yes. 11    Q. What documents? 12    A. Documents concerning the 13 decisions taken by the supervisory board as 14 well as documents concerning decisions of 15 the shareholders, and on top of that service 16 contracts between Chargeurs, S.A. and 17 Chargeurs Entoilage as well as between 18 Chargeurs Boissy and Fitexin. 19    Q. When you say decisions taken by 20 the shareholders and decisions taken by the 21 supervisory board, are those two different 22 things? 23    A. Yes. 24    Q. The supervisory board we 25 discussed earlier as being comprised of</p>	<p style="text-align: right;">Page 208</p> <p>1                   Defait 2     A. So every year the company reviews 3 its accounts, the corporate accounts, and 4 these are submitted to the sole shareholder 5 and this sole shareholder then approves 6 these same accounts and then files them with 7 the local clerk, the local court as per law. 8     Q. What do you mean when you say 9 it's corporate accounts? What does that 10 refer to? 11    A. So it's the financing statements, 12 that's what these accounts are, with the 13 results and any appendices attached to them. 14 They're first reviewed by the auditor before 15 being submitted to the office of the court. 16    Q. And you say Chargeurs, S.A. 17 approves those accounts generated by 18 Chargeurs Entoilage? 19    A. Yes. As -- in its capacity as 20 shareholder, it must approve the accounts on 21 a yearly basis. 22    Q. If it wants to make any changes 23 to those accounts, can it? 24    A. No. If the auditor determines 25 that there is some type of irregularity, he</p>
<p style="text-align: right;">Page 207</p> <p>1                   Defait 2 someone from Chargeurs, S.A. and Chargeurs 3 Boissy; right? 4     A. That's right. 5     Q. And the decision of the 6 shareholders -- well, first of all, the 7 shareholders of what company? 8     A. Chargeurs Entoilage. 9     Q. So the shareholders of Chargeurs 10 Entoilage would be the shareholders of 11 Chargeurs, S.A.; correct? 12    A. That's right. 13    Q. And the decisions of Chargeurs, 14 S.A. with respect to Chargeurs Entoilage, 15 what matters do those decisions concern? 16    A. So these decisions are taken -- 17 these decisions -- the jurisdiction for 18 taking these decisions belongs to the 19 shareholders and they're made at the 20 occasion of the general assembly as per law. 21 They take decisions on the -- on modifications 22 to the bylaws, on approving the accounts, 23 and every six years on naming an auditor. 24    Q. What do you mean when you say 25 approving accounts?</p>	<p style="text-align: right;">Page 209</p> <p>1                   Defait 2 can issue a reservation concerning these 3 accounts, but I wouldn't know the legal 4 situation because it never arose so I don't 5 know under French law how that would be 6 dealt with. 7     Q. What's the point of having 8 Chargeurs, S.A. approve those accounts if it 9 can't change them? 10    MS. MORGAN: Objection to the 11 form. You can answer. 12    A. It's a legal obligation of the 13 company. They have to submit these accounts 14 to the shareholder or shareholders if there's 15 more than one. It's something that they 16 have to do, but I don't know what would 17 happen in case there is some type of 18 irregularity affecting these same accounts. 19    Q. What happens if Chargeurs, S.A. 20 doesn't approve them? 21    MS. MORGAN: Objection to the 22 extent that it's calling for a legal 23 conclusion, otherwise you can answer. 24    MR. D'ANGELO: Well, she's a 25 lawyer, but go ahead.</p>

<p>1 Defait</p> <p>2 MS. MORGAN: Objection to your</p> <p>3 characterization of Ms. Defait as a</p> <p>4 lawyer.</p> <p>5 Q. Can you answer the question?</p> <p>6 A. I would indicate that I'm not a</p> <p>7 lawyer, I haven't passed the Bar and I don't</p> <p>8 know what French law would be on this highly</p> <p>9 specific point.</p> <p>10 Q. You mentioned earlier you have</p> <p>11 access to the service contracts between</p> <p>12 Fitexin and Chargeurs Entoilage; is that right?</p> <p>13 A. No. I have the contract between</p> <p>14 Chargeurs, S.A. and Chargeurs Entoilage on</p> <p>15 the one hand and between Chargeurs Boissy</p> <p>16 and Fitexin on the other hand.</p> <p>17 Q. The service contract between</p> <p>18 Chargeurs Entoilage and Chargeurs, S.A.,</p> <p>19 what does that cover?</p> <p>20 A. Chargeurs, S.A. provides</p> <p>21 advisory services and assistance to</p> <p>22 Chargeurs Entoilage in matters relating to</p> <p>23 human resources, in matters -- advice relating</p> <p>24 to development, business development and</p> <p>25 acquisitions and advice relating to</p>	<p>1 Defait</p> <p>2 services of Chargeurs, S.A. in the context</p> <p>3 of the service contract between Chargeurs,</p> <p>4 S.A. and Chargeurs Entoilage, in that</p> <p>5 context there is access provided to</p> <p>6 Chargeurs Entoilage to what is called</p> <p>7 Chargeurs Business Solutions, which provides</p> <p>8 help to Chargeurs Entoilage.</p> <p>9 Q. Is Chargeurs Business Solutions</p> <p>10 a separate legal entity?</p> <p>11 A. No, it isn't.</p> <p>12 Q. What is it then?</p> <p>13 A. It's the name of a unit</p> <p>14 comprising three people who have specific</p> <p>15 knowledge and skills in financial matters or</p> <p>16 marketing and IT and they provide this to</p> <p>17 the various divisions of Chargeurs when</p> <p>18 these divisions ask for it for help on a</p> <p>19 given project. These services that these</p> <p>20 people provide are paid for by the division</p> <p>21 asking for the services, so for in this case</p> <p>22 it would be, for example, Chargeurs Entoilage,</p> <p>23 receiving these services from Chargeurs, S.A.</p> <p>24 Q. When you say it's a unit of</p> <p>25 three people, you're saying it's a unit of</p>
<p>Page 211</p> <p>1 Defait</p> <p>2 corporate and environmental responsibility,</p> <p>3 and for now that's all that I can think of.</p> <p>4 Q. And that contract between</p> <p>5 Fitexin and Chargeurs Boissy, what does that</p> <p>6 address?</p> <p>7 A. They provide financial, tax and</p> <p>8 legal assistance and advice, and that's as</p> <p>9 far as I know right now.</p> <p>10 Q. Chargeurs Boissy provides that</p> <p>11 advice to Fitexin; correct?</p> <p>12 A. That's right.</p> <p>13 Q. Does Chargeurs, S.A. participate</p> <p>14 at all in the process of marketing goods</p> <p>15 that are produced by CFT?</p> <p>16 A. The CFT companies define their</p> <p>17 own marketing policies, their own marketing</p> <p>18 tools. They're in charge of that. They're</p> <p>19 independent. Chargeurs S.A. does not</p> <p>20 intervene in these areas with -- there is an</p> <p>21 exception can be made when a specific request</p> <p>22 is formulated by Chargeurs Entoilage for the</p> <p>23 services of Chargeurs, S.A. to help them or</p> <p>24 to provide them with some specific, in the</p> <p>25 context of a specific job. The -- so the</p>	<p>Page 213</p> <p>1 Defait</p> <p>2 Chargeurs, S.A.?</p> <p>3 A. Yes. That's right. They're</p> <p>4 employees of Chargeurs, S.A.</p> <p>5 Q. Who are the three people on the</p> <p>6 CBS unit currently?</p> <p>7 A. Audree Petit, Francesco Santuro</p> <p>8 and Hugo Laffon.</p> <p>9 Q. Spell those names, please.</p> <p>10 A. So they are -- these people are</p> <p>11 Audree Petit, who is actually the head of</p> <p>12 the unit, the small group of people, then</p> <p>13 the next one is Francesco, F-R-A-N-C-E-S-C-O,</p> <p>14 Santuro, S-A-N-T-U-R-O, and also Hugo,</p> <p>15 H-U-G-O, Laffon, L-A-F-F-O-N.</p> <p>16 Q. Do you remember yesterday we</p> <p>17 were talking about this strategic seminar</p> <p>18 that Chargeurs, S.A. organized?</p> <p>19 A. Yes.</p> <p>20 Q. And in the context of that</p> <p>21 discussion, you said it was important for</p> <p>22 Chargeurs, S.A. to define a global outlook.</p> <p>23 Do you remember saying that?</p> <p>24 A. Yes.</p> <p>25 Q. Does Chargeurs, S.A. define a</p>

12 (Pages 210 to 213)

<p>1 Defait 2 global outlook for any of its division's 3 marketing activities?</p> <p>4 A. No. Each division is 5 independent, each division and I would even 6 say each subsidiary defines their marketing 7 with their own tools and their own policy. 8 Chargeurs, S.A. has absolutely -- doesn't 9 intervene at all in setting that policy.</p> <p>10 Q. Chargeurs, S.A. provides no 11 guidance whatsoever as to what direction 12 marketing should head in with respect to any 13 of the products owned by its business 14 divisions?</p> <p>15 A. No. Each -- what Chargeurs, 16 S.A. does is it sets out an overall outlook, 17 a standard of excellence, but each respective 18 division and each respective subsidiary 19 takes its own decisions in setting its own 20 policy in the tools and the strategy that it 21 wants to use in order to achieve that policy. 22 Chargeurs, S.A. doesn't intervene at all in 23 that strategy on behalf of its subsidiaries.</p> <p>24 Q. Yes, I guess that was my 25 question earlier, how does Chargeurs, S.A.</p>	<p>1 Defait 2 objection to this colloquy. 3 THE INTERPRETER: I don't see 4 global vision. I don't see that I used 5 that. I'm sorry. 6 MR. D'ANGELO: Yes, just note my 7 objection to this entire colloquy. 8 MS. MORGAN: In your -- 9 MR. D'ANGELO: Excuse me. 10 Please note my objection to this entire 11 colloquy. It is completely improper 12 for someone who has no demonstrated 13 French experience or expertise to be 14 taking issue with the translation of 15 the only French interpreter we have 16 here, there is no other interpreter 17 offered by Chargeurs to present any 18 alternate interpretation here, counsel 19 has no demonstrated experience in this 20 language and it's absolutely improper. 21 MS. MORGAN: My comment was as 22 to when you translated it into French, 23 you said the global vision, and he 24 actually asked for outlook. He said -- 25 he stated outlook in his question.</p>
<p>Page 215</p> <p>1 Defait 2 set the overall outlook with respect to 3 marketing?</p> <p>4 THE INTERPRETER: Let me repeat 5 the question because I wasn't clear in 6 what I said. 7 (Interpreter repeats the 8 question.) 9 MS. MORGAN: Objection to the 10 form and also I note that in the prior 11 translation of the portion the 12 interpreter translated vision to 13 standard and in this instance the 14 translator translated outlook into 15 vision which are distinct words. 16 MR. D'ANGELO: Unfortunately we 17 only have one translator here. 18 THE INTERPRETER: I used outlook. 19 MS. MORGAN: In her prior 20 response she said vision of excellence 21 and you translated it as standard of 22 excellence, and in this question she 23 said global outlook and you translated 24 that to global vision. 25 MR. D'ANGELO: Just note my</p>	<p>Page 217</p> <p>1 Defait 2 MR. D'ANGELO: Note my objection. 3 THE INTERPRETER: I'm sorry. 4 Just to make it clear, I don't see that 5 I used the vision. I've been careful 6 to be consistent and to use outlook 7 whenever vision has been given in 8 French, it's a better equivalent and 9 I've meant outlook. That's all. 10 Q. Could you answer my question, 11 please? 12 A. Could you repeat that question 13 so that I could answer it clearly? 14 MR. D'ANGELO: Could you read 15 back the original question, Robin? 16 (Whereupon, the requested 17 portion of the record was read back 18 by the reporter.) 19 THE INTERPRETER: The 20 interpreter is going to interpret the 21 answer in two segments. 22 A. Chargeurs, S.A. has an outlook, 23 it has an outlook on the excellence it wants 24 to achieve, it has a model, it has a culture 25 that it wishes to develop.</p>



<p>1                   Defait</p> <p>2     A. At the seminar in New York and 3     then via the reference document which must 4     carry this message and which expresses it 5     very clearly.</p> <p>6     Q. The seminar in New York, is that 7     the strategic seminar that we discussed 8     yesterday?</p> <p>9     A. Yes.</p> <p>10    Q. Does Chargeurs, S.A. discuss 11    with its division heads the vision that must 12    be carried out at meetings of the executive 13    committee?</p> <p>14    THE INTERPRETER: I would like 15    to -- the interpreter would like to 16    reformulate the question.</p> <p>17    A. I don't know because I don't 18    attend those meetings.</p> <p>19    Q. Who would know?</p> <p>20    A. Everybody who participates in 21    these executive committees.</p> <p>22    Q. How many people from Chargeurs, 23    S.A. participate in those executive committee 24    meetings? I just want to know a number.</p> <p>25    A. Four.</p>	<p>1                   Defait</p> <p>2     A. No as in I don't know all the 3     steps, so I can't answer the question.</p> <p>4     Q. Do you know any of the steps?</p> <p>5     A. No.</p> <p>6     Q. Walk me through what the various 7     quality control steps are that Wujiang 8     undertakes with respect to its interlining.</p> <p>9     A. I don't understand what you mean 10    when you say walk me through.</p> <p>11    Q. I'll come back to that in a 12    second.</p> <p>13    Did you speak to anyone at 14    Wujiang about what marketing activities they 15    undertake in preparing for this deposition?</p> <p>16    A. No.</p> <p>17    Q. Did you speak to anyone at 18    Wujiang about whether they sell direct to 19    customers in preparing for this deposition?</p> <p>20    A. No.</p> <p>21    Q. Did you speak to anyone at 22    Wujiang regarding what its steps are in its 23    manufacturing process in preparing for this 24    deposition?</p> <p>25    A. No.</p>
<p>Page 223</p> <p>1                   Defait</p> <p>2     Q. What marketing activities does 3     Wujiang engage in?</p> <p>4     A. I don't know.</p> <p>5     Q. Does Wujiang ever sell products 6     direct to customers?</p> <p>7     MS. MORGAN: Asked and answered. 8     You can answer again.</p> <p>9     A. I don't know. It's probably the 10    case.</p> <p>11    Q. Do you know for sure?</p> <p>12    A. No.</p> <p>13    Q. Walk me through all the steps in 14    the manufacturing process at Wujiang.</p> <p>15    A. No.</p> <p>16    Q. Can you answer the question?</p> <p>17    A. It seems that I already answered 18    that question. Could you repeat the question?</p> <p>19    Q. Yes. Sorry. Please walk me 20    through all the steps in the manufacturing 21    process at Wujiang.</p> <p>22    A. No.</p> <p>23    Q. No as in you are refusing to 24    answer the question or no as in you don't 25    know what those steps are?</p>	<p>Page 225</p> <p>1                   Defait</p> <p>2     Q. Getting back to a question I 3     asked a moment ago, are you aware of any 4     steps that Wujiang undertakes when it 5     performs quality control, if it does, on 6     interlining that it manufactures?</p> <p>7     A. No.</p> <p>8     Q. Did you speak with anyone at 9     Wujiang regarding what steps it undertakes 10    in its quality control process for interlining 11    in preparing for this deposition?</p> <p>12    A. No.</p> <p>13    MS. MORGAN: Are you okay? 14    We've been going for about an hour and 15    20 minutes.</p> <p>16    Q. Do you want to take a break, 17    Ms. Defait, or do you want to keep going? 18    It's up to you.</p> <p>19    A. We can continue.</p> <p>20    MR. D'ANGELO: Let's mark the 21    next exhibit, please. It's Chargeurs 22    12.</p> <p>23    (Chargeurs Exhibit 12, 10-page 24    document produced in native format 25    bearing production number LDP003382,</p>

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1 Defait  
 2 marked for identification, as of this  
 3 date.)

4 Q. Please take a moment, Ms. Defait,  
 5 and take a look at that document.

6 MR. D'ANGELO: And while the  
 7 witness is reviewing, I will note for  
 8 the record that Exhibit 12 is Bates  
 9 stamped LDP003382. It's a document  
 10 that was produced in native form and it  
 11 appears in Exhibit 12 as an English  
 12 translation followed by the Chinese  
 13 language original that was produced in  
 14 native form followed by a translation  
 15 certification.

16 MR. NIEDERER: Frank, I don't  
 17 have the Chinese version. Was that  
 18 part of the exhibit? I don't think I  
 19 do.

20 MR. D'ANGELO: It does look like  
 21 it's missing, so we will make an effort  
 22 to add it on one of the breaks.

23 MR. NIEDERER: Yes. Well, the  
 24 certification has the Bates stamp  
 25 range, right, whatever that is. Yes.

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Page 228

1 Defait  
 2 Do you see that?  
 3 A. Yes.  
 4 Q. Both those people work at  
 5 Wujiang; correct?

6 A. Yes.  
 7 Q. I will represent to you that  
 8 this document was produced by Chargeurs'  
 9 attorneys. Do you know how this document  
 10 was obtained?

11 A. No.  
 12 Q. The bottom of the first page  
 13 indicates that message is being forwarded by  
 14 Mr. Tse.

15 Do you see that?  
 16 A. Yes.  
 17 Q. If you could turn to the second,  
 18 rather, the third page of the exhibit, but  
 19 the page with the number 2 on the bottom of  
 20 it, and there's some text on the top of the  
 21 page, and it says Manager Xie, spelled  
 22 X-I-E, following is the QC report for the  
 23 final products for the three lot numbers  
 24 about which the customer has complained. As  
 25 you can see, the degree of bonding was still

Page 227

Page 229

1 Defait  
 2 Okay.

3 MR. D'ANGELO: Well, the Bates  
 4 stamp appears on the first page of the  
 5 document, first page of the exhibit.

6 MR. NIEDERER: Yes. I'm good.  
 7 Thank you.

8 (Witness reviewing document.)

9 Q. Have you had a chance to look at  
 10 that, Ms. Defait?

11 A. I've looked it over, but I didn't  
 12 read it line by line.

13 Q. Have you seen this document  
 14 before?

15 A. No.

16 Q. Was this document shown to you  
 17 during your deposition preparation?

18 A. No.

19 Q. The second page of the exhibit  
 20 which has number 1 on the bottom -- do you  
 21 see that?

22 A. Yes.

23 Q. -- the top of the e-mail  
 24 indicates that it's an e-mail from Emanuel  
 25 Tse to Dongqing Gui.

1 Defait  
 2 quite high. Why don't we just let the  
 3 translator translate that.

4 MR. D'ANGELO: Have you  
 5 translated that?

6 THE INTERPRETER: Yes.

7 MR. D'ANGELO: Okay.

8 Q. And you see there's a chart that  
 9 follows that text.

10 Does that chart in fact represent  
 11 a QC report?

12 A. So according to the e-mail  
 13 introducing the chart, it is from Zhang  
 14 Hongyun and the e-mail address is a CFT  
 15 e-mail address and it is announcing quality  
 16 control report, but I don't have the  
 17 knowledge sufficient to discuss it, the  
 18 competence to discuss it.

19 Q. Turn to the page that has number  
 20 5 at the bottom. It actually begins on the  
 21 bottom of the page with the number 4 on the  
 22 bottom, it's an e-mail from Dong Gui to  
 23 Barry Diamond. Okay. And then if you turn  
 24 to the page with the number 5 at the bottom,  
 25 about halfway down the page in the middle of

16 (Pages 226 to 229)

1 Defait  
 2 that e-mail, there's a bullet point, it says  
 3 3069/23 Hickey Freeman issue.  
 4 Do you see that?  
 5 A. I see.  
 6 Q. And it says: Fran and you still  
 7 did not report the lot number from HF. I  
 8 did not see in the report. You have to  
 9 figure out which lot was concerned.  
 10 Do you see that? Do you see that?  
 11 A. Yes.  
 12 Q. When he says I did not see in  
 13 the report, do you know what report he's  
 14 referring to?  
 15 A. It's an e-mail which I've just  
 16 seen now, but it does mention a report, but  
 17 outside of that very context, I can't say  
 18 what report it's referring to.  
 19 Q. And then if you can turn back to  
 20 the page that has the number 3 on the  
 21 bottom, it's Mr. Diamond's response to  
 22 Mr. Gui. On the bottom of the page, it  
 23 says: Hi, Dong. Please note the lot  
 24 numbers in question are 002328, 002464 in  
 25 black.

1 Defait  
 2 to the chart that we saw earlier.  
 3 Do you see how on the left-hand  
 4 column it says Article Name and then it's  
 5 followed by 3069/23?  
 6 MR. D'ANGELO: For the record,  
 7 it's 3069/23.  
 8 A. I see it.  
 9 Q. Okay.  
 10 That's the model of interlining  
 11 that Hickey Freeman complained about here in  
 12 this case; correct?  
 13 A. I don't know.  
 14 Q. And in the column where it says  
 15 Date, do you see there's various dates  
 16 listed? Do you see those dates?  
 17 A. Yes.  
 18 Q. Do you have any idea what those  
 19 dates mean, if it indicates when interlining  
 20 was manufactured, when it was tested, if it  
 21 means anything else entirely?  
 22 A. I don't know.  
 23 Q. And do you see where it says  
 24 Order Number, it's the fifth column from the  
 25 left?

1 Defait  
 2 And then at the top of the next  
 3 page it says: And white 002050.  
 4 Do you see that, Ms. Defait?  
 5 A. Yes, I see.  
 6 Q. Are those lot numbers of  
 7 interlining that was shipped to Hickey Freeman?  
 8 I don't want you to guess,  
 9 Ms. Defait, so if you don't know you can  
 10 tell me, but if you do know, please let me  
 11 know.  
 12 A. I don't know. I would have to  
 13 read all of the various e-mail exchanges in  
 14 order to understand what this is -- a little  
 15 more about what this is about. And then I  
 16 would be able to determine whether I could  
 17 answer your question.  
 18 Q. With respect to the lots of  
 19 interlining that Wujiang sells, do you know  
 20 if a particular lot of interlining can have  
 21 multiple models of interlining or if they  
 22 can only have one model of interlining?  
 23 A. I don't know.  
 24 Q. If you can flip back to the page  
 25 with the number 2 on the bottom of it, back

1 Defait  
 2 A. I see.  
 3 Q. Do you know what that means?  
 4 A. I just see that it's got an  
 5 order number.  
 6 Q. Do you know what that means,  
 7 what order number that references?  
 8 A. No, I don't.  
 9 Q. And then two columns over where  
 10 it says Inspector at the top and then  
 11 Checker right underneath, do you see that?  
 12 A. Yes.  
 13 Q. Do you have any idea what those  
 14 letters are that are listed below in that  
 15 column?  
 16 A. No. I could only surmise.  
 17 Q. And the next column, Piece  
 18 Number, do you have any idea what that means?  
 19 A. Yes, I see.  
 20 Q. Do you have any idea what that  
 21 means?  
 22 A. No, I can only surmise.  
 23 Q. And then in the next group of  
 24 columns, it says Total Weight at the top.  
 25 Do you see that?

<p>1                   Defait</p> <p>2     A. Yes.</p> <p>3     Q. Do you have any idea how that</p> <p>4     measurement is taken?</p> <p>5     A. No.</p> <p>6     Q. And then within that column it</p> <p>7     says Standard, Average Value and R, those</p> <p>8     are the last three columns under Total Weight.</p> <p>9     Do you see that?</p> <p>10    A. I see.</p> <p>11    Q. Do you have any information as</p> <p>12    to what the significance is of a designation</p> <p>13    R, what that means?</p> <p>14    A. No.</p> <p>15    Q. And do you have any</p> <p>16    understanding as to what the significance of</p> <p>17    the values under Standard and Average Value</p> <p>18    and what it means if they're different?</p> <p>19    A. No.</p> <p>20    Q. The next set of columns, it says</p> <p>21    Bonding at the top.</p> <p>22    Do you see that?</p> <p>23    A. I do see it.</p> <p>24    Q. Do you have any idea how that</p> <p>25    measurement is taken?</p>	<p>1                   Defait</p> <p>2     A. No.</p> <p>3     Q. Do you have any information as</p> <p>4     to whether those values -- strike that.</p> <p>5     Do you have any information as</p> <p>6     to whether there's any standard value that</p> <p>7     the values reflected here should meet?</p> <p>8     A. No.</p> <p>9     Q. The next two columns are grouped</p> <p>10    under a title Heat Stability.</p> <p>11    Do you see that?</p> <p>12    A. Yes.</p> <p>13    Q. Do you know what that refers to</p> <p>14    or how those measurements are taken?</p> <p>15    A. No.</p> <p>16    Q. The next two columns are grouped</p> <p>17    under the heading KES.</p> <p>18    Do you see that?</p> <p>19    A. Yes.</p> <p>20    Q. Do you know what that is?</p> <p>21    A. No.</p> <p>22    Q. All right. You can put that</p> <p>23    aside.</p> <p>24    MR. D'ANGELO: Let's mark the</p> <p>25    next one.</p>
<p>1                   Defait</p> <p>2     A. No.</p> <p>3     Q. And then in the next column</p> <p>4     after Bonding it says Percentage of Glue</p> <p>5     Spots Transferred to Material followed by a</p> <p>6     percent sign.</p> <p>7     Do you see that?</p> <p>8     A. Yes.</p> <p>9     Q. Do you have any idea how that</p> <p>10    measurement is taken?</p> <p>11    A. No.</p> <p>12    Q. And then next to that it says</p> <p>13    Glue Penetration, in parentheses G/CM and</p> <p>14    then under that it says Strick-Back, it's</p> <p>15    spelled S-T-R-I-C-K dash B-A-C-K.</p> <p>16    Do you see that?</p> <p>17    A. Yes.</p> <p>18    Q. Do you have any idea what that</p> <p>19    means?</p> <p>20    A. No.</p> <p>21    Q. Do you have any idea how those</p> <p>22    measurements are taken?</p> <p>23    A. No.</p> <p>24    Q. Do you know why there are values</p> <p>25    listed in some rows, but not others?</p>	<p>1                   Defait</p> <p>2     (Chargeurs Exhibit 13,</p> <p>3     three-page document entitled Daily</p> <p>4     Production Laboratory Test Report</p> <p>5     bearing production numbers LDP003204,</p> <p>6     marked for identification, as of this</p> <p>7     date.)</p> <p>8     MR. D'ANGELO: While the witness</p> <p>9     is taking a look at that, Exhibit 13 is</p> <p>10    a document that was produced with the</p> <p>11    Bates stamp LDP003204, it's an English</p> <p>12    translation on the first page followed</p> <p>13    by the Chinese language original</p> <p>14    followed by a translation certificate.</p> <p>15    Q. Ms. Defait, at the top of the</p> <p>16    page here, the one holding the exhibit</p> <p>17    length-wise, it says Lainiere de Picardie</p> <p>18    (Wujiang) Textiles Co., Ltd.</p> <p>19    Do you see that?</p> <p>20    A. Yes.</p> <p>21    Q. And below that it says Daily</p> <p>22    Production Laboratory Test Report.</p> <p>23    Do you see that?</p> <p>24    A. Yes.</p> <p>25    Q. Do you have any independent</p>

1 Defait  
 2 knowledge other than looking at this report  
 3 as to whether this is actually a daily  
 4 laboratory production chart?

5 A. No. I can see what is written  
 6 there, it says lab test report, but it's the  
 7 first time I see it, so I don't know where  
 8 it's from and I can only surmise it's from  
 9 LP Wujiang or it involves LP Wujiang.

10 Q. So you hadn't seen this document  
 11 before I handed it to you, did you?

12 A. No.

13 Q. And take a look at the second  
 14 page of this exhibit, if you can, Ms. Defait,  
 15 and let me know after looking at this page  
 16 if you still think you haven't seen this  
 17 document before right now.

18 A. No.

19 Q. And flipping back to the first  
 20 page, can you tell me, do you know how this  
 21 document is generated?

22 A. No.

23 Q. Do you know who generated it?

24 A. No.

25 Q. Do you know if in fact Wujiang

1 Defait  
 2 CONTINUED BY MR. D'ANGELO:  
 3 Q. Ms. Defait, welcome back.  
 4 You understand you're still  
 5 under oath, Ms. Defait; correct?

6 A. Yes.

7 Q. We talked a little bit earlier  
 8 about the Model 3069 interlining.  
 9 Do you remember that?

10 A. Yes.

11 Q. Are you aware of the fact that  
 12 the Model 3069 interlining comes in two  
 13 different mesh designations, a 23 mesh and a  
 14 30 mesh? Are you aware of that?

15 A. No, I do not know that.

16 Q. Do you understand what I mean  
 17 when I say mesh size or mesh designation?

18 A. No. Not exactly.

19 Q. Do you know if the Model 3069  
 20 interlining has ever been referred to by  
 21 some other model number, something other  
 22 than 3069?

23 A. No.

24 Q. Do you know if Wujiang ever  
 25 mislabeled the Model 3069 interlining and

1 Defait  
 2 conducts daily reports -- generates reports  
 3 on a daily basis?

4 A. I don't know.

5 Q. Do you know if it tests each  
 6 model of interlining daily?

7 MS. MORGAN: Objection to the  
 8 form. You may answer.

9 A. I don't know.

10 Q. And taking a look at this, you  
 11 would agree that it looks similar to the last  
 12 chart that we took a look at in Exhibit 12?

13 A. That's right.

14 Q. Do you have any information  
 15 about the data reflected in the columns here  
 16 or how that data is generated? And you  
 17 could take your time and look it over.

18 A. No, I don't.

19 MR. D'ANGELO: Can we go off the  
 20 record for a moment?

21 (Whereupon, a discussion was  
 22 held off the record.)

23 (Time noted: 12:39 p.m.)

24 (Lunch recess taken.)

25 (Time resumed: 1:57 p.m.)

1 Defait  
 2 labeled it with some other model number by  
 3 mistake?

4 A. No, I don't.

5 Q. Has Wujiang ever taken the 3069  
 6 model and intentionally mislabeled it or  
 7 labeled it with a different label number  
 8 than 3069?

9 MR. NIEDERER: Can you please  
 10 read that back?

11 (Whereupon, the requested  
 12 portion of the record was read back  
 13 by the reporter.)

14 A. No.

15 Q. No as in they have not or no,  
 16 you don't know?

17 A. I don't know.

18 Q. Has Wujiang ever asked Chargeurs  
 19 Interlining HK Ltd. to label a particular  
 20 model of interlining as a different model  
 21 from what it actually is?

22 A. I don't know.

23 (Chargeurs Exhibit 14,  
 24 e-mail chain bearing production  
 25 numbers VERATEX SUPP.003329 -

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1 Defait  
 2 VERATEX SUPP.003398, marked for  
 3 identification, as of this date.)  
 4 Q. Take a look at that, Ms. Defait.  
 5 MR. D'ANGELO: For the record,  
 6 Exhibit 14 is Bates stamped VERATEX  
 7 SUPP 3329 through 3398, and it appears  
 8 to be a fairly large exhibit, but the  
 9 last 20 to 30 pages have one vertical  
 10 line of text, so it's actually much  
 11 shorter than that in reality.  
 12 (Witness reviewing document.)  
 13 Q. Directing your attention to the  
 14 page that has the Bates No. 3332 at the  
 15 bottom, it's the fourth page in the exhibit.  
 16 Let me start by asking this, Ms.  
 17 Defait. Have you ever seen this document  
 18 before right now?  
 19 A. No, I haven't.  
 20 Q. On this page there's an e-mail  
 21 from Dong Gui to Mark Diamond on September  
 22 17, 2017 and the e-mail from Mr. Gui  
 23 references a style number 3069/23.  
 24 Do you see that?  
 25 A. Yes, I see it.

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Page 245

1 Defait  
 2 Q. Do you know who Mr. Gui is?  
 3 A. Gui.  
 4 Q. Excuse me. Dong Gui. Do you  
 5 know Mr. Gui?  
 6 A. Yes, I know that he works for LP  
 7 Wujiang.  
 8 Q. Do you know what his position is  
 9 there?  
 10 A. I'm not sure.  
 11 Q. Do you know who Mark Diamond is?  
 12 A. I don't know who he is, but he  
 13 works for Veratex. I can see from this  
 14 e-mail that he does.  
 15 Q. If you can turn to the page with  
 16 330 at the bottom, it's the second page of  
 17 the exhibit, and there's an e-mail to  
 18 Mr. Diamond from Linda Zhu, Z-H-U.  
 19 Do you see that?  
 20 A. Yes.  
 21 Q. Do you know who Ms. Zhu is?  
 22 A. No.  
 23 Q. The e-mail from Linda Zhu, it  
 24 says: Dear Mark: I think the label should  
 25 be 3060/30 black. Is it correct?

1 Defait  
 2 And then below that it appears  
 3 the word description and two lines below  
 4 that a number designation which says  
 5 3069/30.  
 6 Do you see that?  
 7 A. Mm-hmm.  
 8 Q. Do you have any idea why Ms. Zhu  
 9 is saying that she thinks the label should  
 10 say 3060 instead of 3069?  
 11 A. No. It's the first time I see  
 12 this e-mail and I don't know the reason that  
 13 this person, Linda Zhu, thinks that the  
 14 label should be this number here.  
 15 Q. Turning to the first page of the  
 16 exhibit, there's an e-mail on the bottom of  
 17 the page from Mark Diamond to Linda Zhu. It  
 18 says: Hi, Linda. It used to be 3069. I  
 19 think it was changed to 3060 recently.  
 20 Do you see that, Ms. Defait?  
 21 A. Yes.  
 22 Q. Do you know whether in fact the  
 23 Model 3069 used to be 3069 but was changed  
 24 to 3060, do you know if that's true?  
 25 A. No, I didn't know that.

1 Defait  
 2 Q. At the top of the first page  
 3 here, there's an e-mail from Ms. Zhu saying:  
 4 Dear Mark: Well received with thanks.  
 5 It says: Now we have stock from  
 6 3060. Today we send the samples from bulk  
 7 including 3069.  
 8 Do you see that?  
 9 A. Yes, I see it.  
 10 Q. Do you have any idea if she's  
 11 referring to the 3069 as part of the 3060  
 12 that was in stock or if she's referring to  
 13 3069 as something else entirely?  
 14 A. Once again, I am just seeing  
 15 this e-mail for the first time. I don't  
 16 know what the context is and I don't know  
 17 what she's referring to.  
 18 Q. And you see below the e-mail  
 19 text there's a chart and there's a label --  
 20 excuse me -- there's a column D which says  
 21 Product and a column E which says Customer  
 22 Label? Do you see that?  
 23 A. Yes, I see that.  
 24 Q. And do you see how the last two  
 25 rows listed, under product it says 3069/30,

20 (Pages 242 to 245)

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1 Defait  
 2 then under customer label it says 3060/30?  
 3 A. I see.  
 4 Q. Do you have any idea as to why  
 5 that is?  
 6 A. No.  
 7 Q. Do you have any idea as to what  
 8 the difference is, if any, between the  
 9 product and a customer label as far as it's  
 10 used by Wujiang?  
 11 A. No, I don't.  
 12 Q. Since 2016, has Wujiang ever  
 13 outsourced any part of its manufacturing  
 14 process to any third party?  
 15 A. I don't know.  
 16 Q. Has it ever had a third party  
 17 apply a resin or a coating to the interlining  
 18 it manufactures?  
 19 A. I don't know.  
 20 MR. D'ANGELO: Next exhibit, 15,  
 21 please.  
 22 (Chargeurs Exhibit 15, e-mail  
 23 chain bearing production numbers  
 24 LDP001846-LDP001849, marked for  
 25 identification, as of this date.)

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1 Defait  
 2 Q. Take a moment and review that  
 3 document, please, Ms. Defait, it's Bates  
 4 stamped LDP0046 through 49.  
 5 (Witness reviewing document.)  
 6 Q. Have you ever seen that document  
 7 before right now?  
 8 A. No, it's the first time I see it.  
 9 Q. You didn't see this in deposition  
 10 prep?  
 11 A. No.  
 12 Q. There is an e-mail in the middle  
 13 of the first page here, it's a June 29, 2016  
 14 e-mail from Dong Gui to John Huss.  
 15 A. I see.  
 16 Q. Mr. Huss, he was the president  
 17 of LP Inc.; correct?  
 18 A. To which period are you referring  
 19 to?  
 20 Q. Was he ever the president of LP  
 21 Inc.?  
 22 A. Yes.  
 23 Q. When?  
 24 A. I don't know the exact period,  
 25 but I know that he had been.

1 Defait  
 2 Q. Was he there in 2016, to the  
 3 best of your knowledge?  
 4 A. I can't say. I can't confirm  
 5 that.  
 6 Q. This e-mail here in the middle  
 7 of the first page from Mr. Gui, it says:  
 8 Dear John, regarding the new shipment, by  
 9 air and by sea, our inspection was very  
 10 minutious -- it's a word I'm not familiar  
 11 with, it's spelled M-I-N-U-T-I-O-U-S-E --  
 12 meticulous. The next line says: We cannot  
 13 make rolls with zero defect -- defect  
 14 spelled D-E-F-F-E-C-T -- it is almost  
 15 impossible unless to having many cuts in one  
 16 roll.  
 17 That's a sic?  
 18 Do you see that, Ms. Defait?  
 19 A. Yes, I see it.  
 20 Q. Is it true that Wujiang cannot  
 21 make rolls of interlining with zero defects?  
 22 A. I can see what is written in the  
 23 e-mail from Dong Gui, but I don't know what  
 24 the reference is to, it's the first time I  
 25 see this e-mail, and I don't know what zero

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1 Defait  
 2 defect means here.  
 3 Q. So the answer to my question is  
 4 you don't know?  
 5 MS. MORGAN: Objection to the  
 6 form. You can answer.  
 7 A. Could you please repeat the  
 8 initial question?  
 9 Q. Yes.  
 10 The initial question was: Is it  
 11 true that Wujiang cannot make rolls of  
 12 interlining with zero defects?  
 13 A. I can't give a yes or no answer  
 14 on the basis of this single e-mail when I'm  
 15 seeing it for the first time and I don't  
 16 know what it's referring to.  
 17 Q. So if you can't say yes and you  
 18 can't say no, is it fair to say that you  
 19 don't know?  
 20 MS. MORGAN: Objection to the  
 21 form. You can answer.  
 22 MR. D'ANGELO: Let the record  
 23 reflect the witness is asking for a  
 24 retranslation.  
 25 (Interpreter repeats question.)

21 (Pages 246 to 249)

Page 250

1 Defait  
 2 A. Yes, I don't know.  
 3 Q. I think when we were here  
 4 yesterday you testified that Chargeurs, S.A.  
 5 hired a law firm, outside law firm to  
 6 represent it in connection with this  
 7 litigation in May of 2017; is that correct?  
 8 A. Yes.  
 9 Q. That was Fox Rothschild; correct?  
 10 A. Yes.  
 11 Q. Was there another law firm that  
 12 represented Chargeurs, S.A. in connection  
 13 with this lawsuit prior to Fox Rothschild?  
 14 A. No.  
 15 Q. Was that Chargeurs, S.A. that  
 16 hired Fox Rothschild or was that Chargeurs,  
 17 S.A.'s insurer?  
 18 A. It's Chargeurs, S.A. that  
 19 appointed Fox Rothschild.  
 20 Q. In May 2017; right?  
 21 A. I can't say whether it was in  
 22 May or June of 2017.  
 23 Q. Okay.  
 24 Prior to retaining Fox  
 25 Rothschild, did Chargeurs, S.A. undertake

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1 Defait  
 2 like that?  
 3 A. No.  
 4 Q. Prior to retaining Fox Rothschild,  
 5 did Chargeurs, S.A. direct anyone within the  
 6 Chargeurs group or request that anyone  
 7 within the Chargeurs group meet with Hickey  
 8 Freeman to discuss this issue?  
 9 A. No.  
 10 Q. Do you know when Wujiang first  
 11 retained counsel in connection with this  
 12 lawsuit?  
 13 A. So specifically on this point, I  
 14 would like to correct the statement that I  
 15 made yesterday because thinking about this  
 16 question, to my knowledge, I don't know if  
 17 LP Wujiang retained the services of a lawyer.  
 18 Q. Did you change your mind after  
 19 talking with counsel last night?  
 20 MS. MORGAN: Objection to the  
 21 form. I'll direct you not to answer  
 22 that since it's seeking conversation  
 23 between attorneys and their client.  
 24 MR. D'ANGELO: It's not -- it's  
 25 a temporal question.

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1 Defait  
 2 any investigation to the claims that Hickey  
 3 Freeman was making with respect to the  
 4 allegedly defective interlining?  
 5 A. What do you mean by investigation?  
 6 Q. What I mean is did Chargeurs  
 7 undertake to determine what happened as far  
 8 as, for example, who manufactured the  
 9 interlining, whether the interlining was  
 10 defective, to test the interlining and see  
 11 if what Hickey Freeman was saying about it  
 12 was true, anything like that?  
 13 A. And the question was before  
 14 retaining Fox Rothschild?  
 15 Q. Correct.  
 16 A. No.  
 17 Q. And prior to retaining Fox  
 18 Rothschild, did Chargeurs, S.A. either  
 19 undertake or request Wujiang to undertake  
 20 any investigation like that?  
 21 A. No.  
 22 Q. Prior to retaining Fox Rothschild,  
 23 did Chargeurs, S.A. direct or request anyone  
 24 at Chargeurs Entoilage or Fitexin to perform  
 25 or cause to be performed any investigation

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1 Defait  
 2 Q. Did you change your mind after  
 3 talking with counsel last night? Please  
 4 answer my question.  
 5 MR. D'ANGELO: You can answer  
 6 with a yes or no if after any  
 7 discussions in the temporal sense, but  
 8 not with regard to any substance of any  
 9 conversations you've had with Fox  
 10 Rothschild.  
 11 A. Yes.  
 12 Q. What caused you to change your  
 13 mind?  
 14 MS. MORGAN: Objection to the  
 15 extent that the testimony would require  
 16 any conversations with Fox Rothschild  
 17 attorneys. Otherwise, you can answer.  
 18 MR. D'ANGELO: Would require any  
 19 conversations? What does that mean?  
 20 MS. MORGAN: Well, your question  
 21 was --  
 22 MR. D'ANGELO: Does that mean  
 23 you require her to have a conversation  
 24 with you now?  
 25 MS. MORGAN: Excuse me?

22 (Pages 250 to 253)

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Defait

MR. D'ANGELO: You said objection to the extent that the testimony would require any conversations with counsel.

MS. MORGAN: Your question was --

MR. D'ANGELO: I just want to know what you meant.

MS. MORGAN: Yes. But my answering that question will help if you repeat what your question was because I think you were asking for what form the basis of her changing of her mind and that's another way of potentially asking about the substance of conversations with counsel.

MR. D'ANGELO: Well, the witness said something yesterday and now she's saying something different, so I want to know why she's saying something different now.

MS. MORGAN: Well, to the extent you can -- my objection stands that to the extent that it would require her to disclose any conversations with

Defait

the question yesterday about LP Wujiang, I answered a little abruptly, and then I remembered in fact that LP Wujiang should not have had a lawyer because they were not formally subpoenaed in the case.

Q. Do you get mixed up between the Chargeurs companies?

A. Never.

Q. You never find it hard to keep them straight?

A. No. All the names are quite different from each other, so the answer is no. Yesterday's confusion is due to the fact -- is due to the specific context of the deposition in which I was answering questions.

Q. Oh, so yesterday was the only time you've ever mixed up these companies?

A. Yes. Only in the context of the specific question that I had been asked yesterday.

Q. Why did you think yesterday that Wujiang hired attorneys?

A. LP Wujiang was named in the

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Defait

counsel, I'm directing her not to respond. If there's another reason, she can answer without disclosing communications with counsel, she can respond.

Q. Do you understand that instruction, Ms. Defait?

THE INTERPRETER: The translator, should I translate the last --

MS. MORGAN: Yes. The last instruction.

THE INTERPRETER: Okay.

Q. Can you answer my question subject to that instruction or not?

A. So please repeat the initial question.

Q. What caused you to change your mind?

A. According -- yes. So in my testimony yesterday, I made some confusion between all the different companies, LP BC, LP Wujiang, it got mixed up in my mind, and in reference to when I -- so when I answered

Defait

case, and so automatically I assumed they had a lawyer.

Q. So you only realized you assumed wrong after you spoke with your attorneys?

MS. MORGAN: Objection to the form. You can answer.

MR. D'ANGELO: What's wrong with the form?

MS. MORGAN: You already asked that question and she's already answered it.

Q. You can answer.

MS. MORGAN: I told her she could answer.

A. Yes.

Q. Did Wujiang ever examine the purportedly defective interlining after Hickey Freeman complained about it?

A. I don't know.

Q. Did anyone at Fitexin?

A. I don't know.

Q. Anyone at Chargeurs Entoilage?

A. I don't know.

Q. Did anyone at Wujiang compare

23 (Pages 254 to 257)

<p style="text-align: right;">Page 258</p> <p>1                   Defait 2 the allegedly defective interlining against 3 prior versions of the same model interlining 4 after Hickey Freeman complained about it? 5     A. I don't know. 6     Q. Anyone at Fitexin do that? 7     A. I don't know. 8     Q. What about Chargeurs Entoilage? 9     A. I don't know. 10    Q. Did anyone at Wujiang review 11 their manufacturing processes to see what 12 happened in response to Hickey Freeman's 13 complaint about the interlining in this case? 14    MS. MORGAN: Can you repeat that 15 question, please? 16    (Whereupon, the requested 17 portion of the record was read back 18 by the reporter.) 19    MR. D'ANGELO: I'm going to 20 withdraw that question and ask a new 21 one. 22    Q. Did anyone at Wujiang review 23 their manufacturing processes at any point 24 in time after Hickey Freeman complained 25 about the allegedly defective interlining?</p>	<p style="text-align: right;">Page 260</p> <p>1                   Defait 2     A. I don't know. 3     Q. Was anyone at Wujiang terminated 4 because of the complaint that Hickey Freeman 5 raised? 6     A. I don't know. 7     Q. Was anyone at Wujiang terminated 8 after Hickey Freeman raised an issue with 9 respect to the allegedly defective 10 interlining in February of 2017? 11    A. I don't know. 12    Q. Was anyone within the entire 13 Chargeurs group terminated as a result of 14 the complaint that Hickey Freeman raised 15 with respect to the allegedly defective 16 interlining? Any company within the group. 17    A. Nobody was dismissed from 18 Chargeurs, S.A. 19    Q. What about any other company 20 within the Chargeurs group? 21    A. Nobody was dismissed from 22 Chargeurs Boissy. 23    Q. You understand I'm asking more 24 than just about Chargeurs, S.A. and 25 Chargeurs Boissy?</p>
<p style="text-align: right;">Page 259</p> <p>1                   Defait 2     A. I don't know. 3     Q. Did anyone at Fitexin review 4 Wujiang's manufacturing processes after 5 Hickey Freeman complained about the 6 interlining here? 7     A. I don't know. 8     Q. What about Chargeurs Entoilage? 9     A. I don't know. 10    Q. Has Wujiang changed the way it 11 manufactures the Model 3069 interlining at 12 any point in time after February 2017? 13    A. I don't know. 14    Q. Has Wujiang changed its 15 suppliers for the raw materials that go into 16 the Model 3069 interlining at any point in 17 time after February 2017? 18    A. I don't know. 19    Q. Has Wujiang changed anything 20 about any of its manufacturing processes at 21 all for anything since February 2017? 22    A. I don't know. 23    Q. Has Wujiang changed anything at 24 all about its quality control procedures at 25 any point in time since February 2017?</p>	<p style="text-align: right;">Page 261</p> <p>1                   Defait 2     A. As far as the other companies 3 go, I don't know. 4     Q. Was anyone within the Chargeurs 5 group forced to resign as a result of the 6 events that Hickey Freeman complained about? 7     A. Nobody from Chargeurs, S.A. or 8 from Chargeurs Boissy resigned since the 9 Hickey Freeman lawsuit in May 2017. As far 10 as the other companies go, I don't know. 11    Q. Is it Chargeurs, S.A.'s position 12 that it's not responsible for the damages 13 that Hickey Freeman is claiming in this case? 14    A. That's right. 15    Q. Tell me all the reasons why. 16    MS. MORGAN: Objection to the 17 form to the extent that it's calling 18 for attorney-client privileged 19 communications, including attorney work 20 product. 21    Let me -- 22    MR. D'ANGELO: I will note for 23 the record in response to that Exhibit 24 1, which is the Notice of Deposition, 25 Topic 21 is all other facts supporting</p>

<p>1 Defait 2 or negating Chargeurs' defenses to the 3 allegations in the Complaint. There 4 has been no objection raised toward 5 that topic, so the witness is required 6 to answer my questions that go toward 7 that topic, so I can't see how your 8 objection is valid regarding that.</p> <p>9 MS. MORGAN: I will note that 10 your question is tell me all the 11 reasons why, which is broader than that 12 topic, and in order to answer that 13 question she would be required to 14 disclose attorney-client privileged 15 communications, and I would direct her 16 not to answer that. If you want to 17 narrow your question... .</p> <p>18 Q. What's Chargeurs, S.A.'s basis 19 for saying it's not responsible for the 20 damages that Hickey Freeman is claiming?</p> <p>21 A. It's because Chargeurs, S.A. has 22 never had any relationship whatsoever, any 23 business relationship with Hickey Freeman.</p> <p>24 Q. Is there any other basis for 25 Chargeurs, S.A.'s sake that it's not</p>	<p>1 Defait 2 A. What I had said was that 3 Chargeurs itself had not delivered any 4 products and, therefore, it did not deliver 5 any defective products, but I haven't said 6 and here I would need some clarification on 7 the actual products.</p> <p>8 Q. I guess is Chargeurs, S.A. 9 taking a position as to whether the products 10 were or were not defective?</p> <p>11 A. No. Chargeurs, S.A. today has 12 no element to indicate whether these products 13 were defective or not.</p> <p>14 Q. Is it Chargeurs's position 15 essentially that Hickey Freeman sued the 16 wrong party when it sued Chargeurs?</p> <p>17 A. Yes. When it subpoenaed 18 Chargeurs, S.A., Chargeurs, S.A. wasn't at 19 all concerned by this case.</p> <p>20 Q. Which would have been the right 21 party to sue?</p> <p>22 MS. MORGAN: Objection to the 23 form and that it's calling for a legal 24 conclusion. To the extent that you can 25 provide lay testimony or understand his</p>
<p>Page 263</p> <p>1 Defait 2 responsible for the damages that Hickey 3 Freeman is claiming here?</p> <p>4 MS. MORGAN: Objection to the 5 question. That would require her to 6 disclose attorney-client privileged 7 communications.</p> <p>8 Q. I'm asking for the factual bases 9 for Chargeurs, S.A. saying it's not responsible 10 here. Could you give me all the factual 11 bases for why Chargeurs, S.A.'s taking the 12 position it's not responsible?</p> <p>13 A. For Chargeurs to consider itself 14 responsible, it would have had to deliver 15 defective products to Hickey Freeman, and 16 yet this is -- this was not the case.</p> <p>17 Q. You're saying it's not the case 18 that the products were defective?</p> <p>19 MS. MORGAN: Objection to the 20 form, but you can answer.</p> <p>21 A. What I said is that Chargeurs 22 itself had not delivered defective products, 23 and, therefore --</p> <p>24 THE INTERPRETER: The 25 interpreter would like to start over.</p>	<p>Page 265</p> <p>1 Defait 2 question, you can answer it.</p> <p>3 A. We don't have any element 4 permitting us to know which party should be 5 sued in this lawsuit, we don't have any 6 technical element as to the source of the 7 defect of these products or even if any 8 party should have been sued.</p> <p>9 Q. So you said earlier that when 10 Hickey Freeman subpoenaed Chargeurs, S.A., 11 Chargeurs, S.A. wasn't at all concerned by 12 this case.</p> <p>13 Were there any other companies 14 within the Chargeurs group per se that were, 15 to use your words, concerned about this 16 case?</p> <p>17 A. So in that case what would the 18 word concerned mean?</p> <p>19 Q. You tell me. It's the word you 20 used.</p> <p>21 A. So for me, concerned party 22 refers to the party that had a business 23 relationship with Hickey Freeman and the 24 word concerned is not equitable at all to 25 liable.</p>



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## Defait

question with any degree of certainty. It depends on the specific case. There is a master policy, but very strict conditions apply, so in the event of liability being found, it is difficult to say how the policy would play out.

Q. You don't know whether there's a separate 30 million euro policy here for each of the defendants?

A. What I know is that there is this master policy and each subsidiary is covered by the master policy, each one is covered by it, but the conditions of application for some of the subsidiaries such as LP Inc. which has a stand-alone policy might have a different type of application.

MR. STASSEN: Frank, can we take a two-minute break?

MR. D'ANGELO: Sure.

(Whereupon, a brief recess was taken.)

CONTINUED BY MR. D'ANGELO:

Q. We spoke a little bit yesterday,

## Defait

A. He's the head of IT.  
Q. Could you spell his last name, please?

A. It's D-E-L-P-L-A-N-Q-U-E.  
Q. And do you know what precisely Mr. Delplanque did with respect to searching for documents on that server?

MS. MORGAN: Object to the question to the extent it calls for any attorney-client privileged communication, including any instructions that may or may not have come -- excuse me -- including instructions that may have come from counsel.

I instruct you not to answer with regard to that information.

A. I can't state with exactitude that I know what Pascal Delplanque did.

Q. Do you know if anyone other than Chargeurs' attorneys were -- strike that.

Do you know if anyone other than Chargeurs' attorneys provided instructions to Mr. Delplanque as to what to look for on that server or how to look for it?

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## Defait

Ms. Defait, about the efforts that Chargeurs, S.A. undertook to collect documents in connection with this litigation.

Do you remember talking about that?

A. Yes, I did.

Q. And one of the things that you mentioned was that Chargeurs, S.A. undertook to access certain documents on the server that it shares with Chargeurs Boissy; is that correct?

A. Yes, it is.

Q. Do you know who was responsible, what person or persons were responsible for collecting certain documents from that server?

A. When you say responsible, you mean in charge of doing this?

Q. Sure. Let's start with that.

A. Yes.

Q. And who was that, Ms. Defait?

A. Pascal Delplanque.

Q. I'm not sure if we discussed him, but could you remind me what his position is?

## Defait

MS. MORGAN: My same instruction applies. If it's somebody that is providing instruction from counsel.

MR. D'ANGELO: I'm just asking for the identification of any people. Are you instructing her not to identify anyone even though there were individuals that served as a conduit to counsel's instructions?

MS. MORGAN: Well, your question I think was saying were there -- it's unclear what your question was asking and that's why I had that objection, but if -- if you're only asking who gave any instruction, not the content, I don't have a problem with disclosing that identity of that person or persons.

MR. D'ANGELO: Let's just start there and then we'll see if we can navigate the issue from there.

Q. So, Ms. Defait, I'm just interested in whether there was anyone else besides Fox Rothschild who provided instructions to Mr. Delplanque as to what to

27 (Pages 270 to 273)

1                   Defait  
 2 look for on the server or how to look for  
 3 it, if you know.  
 4     A. The term -- when you say anyone,  
 5 it's very vague, it's very broad. Do you  
 6 mean someone -- anyone from Chargeurs,  
 7 Chargeurs, S.A.?  
 8     Q. I mean anyone other than counsel.  
 9 If there's someone within the Chargeurs  
 10 group outside of Chargeurs, S.A. who you're  
 11 aware of that provided instructions to  
 12 Mr. Delplanque as to what documents to look  
 13 for, how to look for them, I'd like for you  
 14 to identify that person as well.  
 15    A. Yes. There was a person who  
 16 asked Pascal Delplanque to search -- to make  
 17 a search, and that person was me.  
 18    Q. Anyone else besides you?  
 19    A. Not to my knowledge.  
 20    Q. What instructions did you give  
 21 to Mr. Delplanque?  
 22    MS. MORGAN: I'm going to direct  
 23 you not to answer that question because  
 24 that is requiring you to disclose  
 25 counsel's advice.

1                   Defait  
 2 the ones that I'm sure about.  
 3     Q. Do you know approximately how  
 4 many total persons whose e-mail addresses or  
 5 e-mail accounts were within the scope of  
 6 that search?  
 7     A. I'm not altogether sure, but I  
 8 would say no more than five.  
 9     Q. Do you know if any documents  
 10 located as a result of that search were  
 11 ultimately provided to Hickey Freeman in  
 12 this case?  
 13    A. In what context? Chargeurs, S.A.  
 14 doesn't have any contact, is not in contact  
 15 with Hickey Freeman.  
 16    Q. I guess what I'm asking is do  
 17 you know if any documents that were located  
 18 as a result of that search were then  
 19 provided to Hickey Freeman as part of this  
 20 litigation?  
 21    A. Yes.  
 22    Q. And do you know approximately  
 23 how many documents?  
 24    A. No.  
 25    Q. If you had to estimate, would

1                   Defait  
 2     A. I will, therefore, follow that  
 3 advice.  
 4     Q. Do you know what individual's  
 5 e-mails were gathered as part of that process?  
 6     A. I know the answer to -- I know  
 7 some of them from off the top of my head.  
 8     Q. Who are those, Ms. Defait?  
 9     A. Just to be sure that I know what  
 10 you're asking, you're asking for the e-mails  
 11 of people whose names appeared as a  
 12 consequence of that search.  
 13    Q. Let me withdraw the question.  
 14    Did that search involve looking  
 15 for e-mails in the accounts of specific  
 16 persons within the Chargeurs group?  
 17    A. So what you want to know is  
 18 whether Pascal Delplanque went looking into  
 19 the e-mail accounts, the e-mail addresses  
 20 of -- so I just want to understand, what  
 21 you're asking is what e-mail addresses or  
 22 accounts were in the scope of the search?  
 23    Q. Correct.  
 24    A. Michael Fribourg, Joelle  
 25 Fabre-Hoffmeister, Audree Petit. Those are

1                   Defait  
 2 you say it was more or less than ten?  
 3     A. When you say ten documents, are  
 4 you saying -- are you asking about ten  
 5 e-mails or are you asking about the number  
 6 of documents that were submitted to Hickey  
 7 Freeman?  
 8     Q. I'm asking about the number of  
 9 documents from the e-mail records that were  
 10 served by Mr. Delplanque that ultimately  
 11 were provided to Hickey Freeman in this  
 12 litigation?  
 13    A. I don't know.  
 14    Q. Other than the e-mails from the  
 15 accounts of those individuals that you  
 16 mentioned earlier, were there any other  
 17 types of documents that Chargeurs, S.A.  
 18 attempted to locate as part of this  
 19 litigation?  
 20    A. No.  
 21    Q. Other than searching e-mail  
 22 accounts on the shared Chargeurs,  
 23 S.A./Chargeurs Boissy server, did Chargeurs,  
 24 S.A. undertake to try to find documents for  
 25 this case in any other manner?

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Defait

A. I wonder if you could be more specific when you ask about finding documents, it's very broad. Do you mean documents that weren't in its possession but that it wanted to have, or documents that it already had?

Q. My question was purposely broad because I want to know anything else that was done to locate documents that would be exchanged with Hickey Freeman in this case.

A. Aside from the search for e-mails and aside from getting the insurance policy, no, there was no other, not to my knowledge.

Q. When you asked me to clarify earlier, Ms. Defait, you mentioned something about documents that weren't in Chargeurs, S.A.'s possession that it wanted to have. Did Chargeurs, S.A. undertake any steps to obtain documents that were not in its possession as part of its efforts to gather documents for this litigation?

A. No.

Q. So Chargeurs did not undertake

Defait

attorneys and you and Mr. Delplanque, was anyone else involved in the process of collecting documents on behalf of Chargeurs, S.A. that would be exchanged with Hickey Freeman as part of this litigation?

A. No.

MR. D'ANGELO: I don't have anything further for Ms. Defait for now. We are going to keep the deposition open in light of what we believe to be a lack of preparation of the witness pursuant to Federal Rule of Civil Procedure 30(b)(6), and I'll turn it over to Mr. Niederer.

MS. MORGAN: Actually before you do that, in my prior comment that we had off the record, Mr. D'Angelo, the two exhibits that Ms. Defait wanted to supplement her testimony as to whether she had seen them before, it's more substantive than that.

MR. D'ANGELO: Can we go off the record?

MS. MORGAN: Yes.

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Defait

to obtain documents from Fitexin as part of this litigation; is that correct?

A. Yes.

Q. And Chargeurs did not undertake to get documents from Chargeurs Entoilage as part of this litigation; is that correct?

A. No, it didn't.

Q. Chargeurs, S.A. did not undertake to get documents from Wujiang as part of this litigation; is that correct?

A. Yes, that's correct.

Q. Other than Chargeurs, S.A.'s attorneys and you and Mr. Delplanque, was anyone else involved in the process of collecting documents that would be exchanged with Hickey Freeman as part of this litigation?

A. Other people from what companies?

Q. Any companies.

A. So please repeat the question.

MR. D'ANGELO: I'll ask the translator to retranslate it, please.

Q. Let me withdraw the question and ask a more precise question, please.

Other than Chargeurs, S.A.'s

Defait

(Whereupon, a discussion was held off the record.)

EXAMINATION BY

MS. MORGAN:

Q. Ms. Defait, do you understand that you are still under oath?

A. Yes.

Q. Could you take a look at Exhibit 5 and 6, please? And let me know when you've finished your review.

(Witness reviewing documents.)

A. Yes, I have.

Q. Do you recall yesterday that you testified that you had not reviewed these documents in preparation for your deposition?

A. I remember; yes.

Q. Sitting here today and looking at these exhibits, do you recall if you reviewed these documents in preparation for your deposition?

A. Yes, indeed, I did.

Q. And aside from reviewing these documents in preparation for your deposition, had you seen these documents before then?

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1 Defait  
 2 A. No. The first time I saw them  
 3 was in preparation for my deposition.  
 4 MS. MORGAN: Okay. I have no  
 5 further questions.  
 6 EXAMINATION BY  
 7 MR. NIEDERER:  
 8 Q. Good afternoon. My name is Eric  
 9 Niederer. I've been the quiet one here in  
 10 the corner.  
 11 MS. MORGAN: Semi.  
 12 MR. NIEDERER: Semi. Yes.  
 13 Thanks.  
 14 Q. I represent Veratex, so I do  
 15 have some questions for you.  
 16 And you understand that you're  
 17 here as a corporate designee on behalf of  
 18 Chargeurs, S.A.; correct?  
 19 THE INTERPRETER: Corporate  
 20 designee?  
 21 MR. NIEDERER: Corporate  
 22 designee, corporate representative.  
 23 A. That's right.  
 24 Q. And you are not being deposed  
 25 here in your individual capacity as yourself?

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1 Defait  
 2 Chargeurs, S.A. is adopting as true in this  
 3 litigation, I want to know about the facts,  
 4 but not any mental impressions or analysis  
 5 by your attorneys. Fair enough? Do you  
 6 understand?  
 7 A. Repeat.  
 8 Q. Sure.  
 9 Effectively what I'm asking you  
 10 is when you respond to my questions, I want  
 11 to know any facts or information that  
 12 Chargeurs, S.A. has without knowing any  
 13 mental impressions or analysis done by your  
 14 attorneys.  
 15 Do you understand the difference?  
 16 A. So I just want to see if I  
 17 understand. What you want are answers that  
 18 relate solely to facts and are not the  
 19 result of analyses carried out by our  
 20 attorneys?  
 21 Q. Correct.  
 22 As I understand your  
 23 testimony -- well, withdrawn. Does  
 24 Chargeurs, S.A. claim that Veratex did  
 25 anything improper that caused any harm to

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1 Defait  
 2 A. That's right.  
 3 Q. And as I understand your  
 4 testimony, prior to preparing for your  
 5 deposition here today, you had no idea who  
 6 Veratex was; is that fair to say?  
 7 A. That's not completely true. I  
 8 knew what -- I knew who Veratex was before  
 9 the preparation for this deposition, but  
 10 in -- but by that I also want to add that  
 11 the preparation for this testimony took  
 12 place over the last few days, and it's that  
 13 period I'm referring to.  
 14 Q. Okay.  
 15 Prior to a claim being made in  
 16 this case, did you know who Veratex was?  
 17 A. No.  
 18 Q. So when I am asking you  
 19 questions, I'm posing it to you as the  
 20 corporate representative of Chargeurs, S.A.  
 21 Do you understand that? Okay?  
 22 A. Yes, I understand.  
 23 Q. I don't want to find out  
 24 anything you discussed with your attorneys.  
 25 However, if you did learn some facts that

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1 Defait  
 2 Hickey Freeman in this lawsuit?  
 3 A. Today, Chargeurs, S.A. has not  
 4 pronounced itself on what Veratex has done  
 5 or not done.  
 6 Q. When I'm asking you questions,  
 7 if you don't understand my question for any  
 8 reason, and sometimes I ask a bad question,  
 9 a confusing question, let me know. It's  
 10 important you understand my question when  
 11 you respond. Fair enough?  
 12 A. That's great.  
 13 Q. So as a follow-up to your  
 14 response, does Chargeurs, S.A. claim that  
 15 Veratex did anything wrong in this lawsuit  
 16 that could have or did cause harm to Hickey  
 17 Freeman?  
 18 MS. MORGAN: Asked and answered.  
 19 You can answer again.  
 20 A. Chargeurs, S.A. was not called  
 21 on to pronounce itself on what Veratex did  
 22 or didn't do.  
 23 Q. And I'm asking you the question  
 24 now as the corporate representative of  
 25 Chargeurs, S.A. whether Chargeurs, S.A. at

30 (Pages 282 to 285)

<p>1 Defait      2 this point in time has any facts or      3 knowledge that Veratex did anything improper      4 that could have or did cause harm to Hickey      5 Freeman in this lawsuit.</p> <p>6 A. To date, Chargeurs, S.A. doesn't      7 have any elements that would allow it to      8 pronounce itself on that.</p> <p>9 Q. And just to make sure that we      10 are clear, does Chargeurs, S.A. make any      11 claim that Veratex provided bad advice to      12 Hickey Freeman in the use of Chargeurs'      13 interlining at issue in this case?</p> <p>14 A. No. Chargeurs, S.A. has made no      15 such claim.</p> <p>16 Q. Does Chargeurs, S.A. have      17 knowledge of any representations that      18 Veratex made to Hickey Freeman regarding the      19 Chargeurs interlining that's at issue in      20 this case?</p> <p>21 A. No.</p> <p>22 Q. Are you aware of any      23 representations that Veratex made to Hickey      24 Freeman regarding the Chargeurs Interlining      25 in this case?</p>	<p>1 Defait      2 back the question or parts of the      3 question?</p> <p>4 THE INTERPRETER: To repeat the      5 question.</p> <p>6 MR. NIEDERER: Thank you.</p> <p>7 Q. Do you understand the question,      8 ma'am?</p> <p>9 A. I understood the question, but I      10 prefer to hear it again.</p> <p>11 (Interpreter repeated question.)</p> <p>12 A. Chargeurs, S.A. never      13 participated in any meetings between Veratex      14 and Hickey Freeman and therefore has --      15 doesn't have any knowledge of that sort.</p> <p>16 Q. Yes, and you may have gotten      17 lost in my question. I understand that you      18 being Chargeurs, S.A. did not directly      19 participate in any meetings between Veratex      20 and Hickey Freeman is your testimony. My      21 question is: Do you have knowledge outside      22 of any direct meetings, e-mails, calls,      23 meetings with other individuals, other      24 companies where Chargeurs, S.A. has      25 knowledge of any communication between</p>
<p>Page 287</p> <p>1 Defait      2 A. No.      3 Q. Are you aware of any suggestions      4 that Veratex made to Hickey Freeman      5 regarding the Chargeurs Interlining in this      6 case?</p> <p>7 MR. NIEDERER: Mr. Interpreter,      8 did she inquire to have the question      9 read back?</p> <p>10 THE INTERPRETER: Just one word.</p> <p>11 MR. NIEDERER: Thank you. Oh,      12 what was that word, Mr. Interpreter?</p> <p>13 THE INTERPRETER: Suggestions.</p> <p>14 MR. NIEDERER: Thank you.</p> <p>15 A. Chargeurs has never participated      16 in any meetings between Veratex and Hickey      17 Freeman, so the answer is no.</p> <p>18 Q. Through any other means, whether      19 direct participation in meetings, does      20 Chargeurs, S.A. have any knowledge about any      21 communications between Veratex and Hickey      22 Freeman regarding the Chargeurs interlining      23 at issue in this case?</p> <p>24 MR. NIEDERER: For the record,      25 Mr. Interpreter, she asked you to read</p>	<p>Page 289</p> <p>1 Defait      2 Veratex and Hickey Freeman?</p> <p>3 A. From the period before this      4 claim, none.</p> <p>5 Q. So is the extent of Chargeurs,      6 S.A.'s knowledge regarding any communication      7 between Veratex and Hickey Freeman based on      8 communications with counsel or something      9 else?</p> <p>10 A. Chargeurs, S.A. has no knowledge      11 of any communication between Veratex and      12 Hickey Freeman, than includes any sort of      13 communication, whether it is verbal or      14 written.</p> <p>15 MR. NIEDERER: Let's go off the      16 record for a minute.</p> <p>17 (Whereupon, a discussion was      18 held off the record.)</p> <p>19 (Whereupon, a recess was taken.)</p> <p>20 CONTINUED BY MR. NIEDERER:</p> <p>21 Q. I understand from your testimony      22 you are not a technical person regarding the      23 product; is that fair?</p> <p>24 A. That's right.</p> <p>25 Q. So if I were to ask you what the</p>

<p style="text-align: right;">Page 290</p> <p>1 Defait      2 glue line temperature is of this particular      3 product, would you know what I'm talking      4 about?</p> <p>5 THE INTERPRETER: When you --      6 when you say that, the interpreter      7 wants to know when you say that, you      8 mean -- when you're saying this      9 particular product, in what sense is      10 that to be taken?</p> <p>11 Q. When I'm talking about this      12 product, I'm solely talking about the      13 interlining that's at issue in this      14 litigation.</p> <p>15 THE INTERPRETER: Okay.      16 MR. NIEDERER: Let's mark this      17 as the next exhibit. It's the data      18 sheet.</p> <p>19 (Chargeurs Exhibit 16,      20 technical data sheet dated June 15,      21 2017 bearing production numbers      22 LDP000650, marked for identification,      23 as of this date.)</p> <p>24 Q. Ma'am, let me know when you're      25 ready for me to question you on this</p>	<p style="text-align: right;">Page 292</p> <p>1 Defait      2 this technical data sheet mean anything to      3 you at all?      4 A. What do you mean by mean      5 anything?      6 Q. Okay.      7 Meaning does -- do you have any      8 knowledge about what the setting temperature      9 means?</p> <p>10 THE INTERPRETER: Frankly, I'm      11 in -- the interpreter is in the same      12 situation. I don't know the context      13 enough to really -- I could guess at      14 the translation, but I'm --</p> <p>15 MR. NIEDERER: Let me withdraw      16 the question.</p> <p>17 Q. What I'm trying to find out,      18 other than the words themselves, do you know      19 what any of the information on this document      20 relates to regarding the product at issue in      21 this case?</p> <p>22 MS. MORGAN: Are you talking      23 about in the tables?</p> <p>24 MR. NIEDERER: I'm talking about      25 anything in the document, what the</p>
<p style="text-align: right;">Page 291</p> <p>1 Defait      2 document after you've reviewed it.      3 (Witness reviewing document.)      4 A. It's good. It's fine.      5 Q. Have you ever seen this document      6 before?      7 A. No.      8 Q. Okay.      9 It looks like this document has      10 both English and Chinese on it; correct?      11 A. That's right.      12 Q. And I take it since you have not      13 seen this before, do you know whether this      14 is an LDP Wujiang document?      15 A. I don't know where this document      16 comes from, but the logo on the top      17 indicates LDP Wujiang, so I assume that it's      18 a document from that company.      19 Q. And, ma'am, when you're      20 responding, I don't want you to assume or      21 speculate, just what you know. Okay? Fair      22 enough?      23 A. That's fine.      24 Q. Okay.      25 Does any of the information on</p>	<p style="text-align: right;">Page 293</p> <p>1 Defait      2 base, the warp, the weft, the coding,      3 total weight in G/M2 in setting      4 temperature, glue-line temperature,      5 pressure and time. And to assist the      6 interpreter, I was reading from the      7 left column.      8 THE INTERPRETER: That's fine.      9 A. And by that, you're saying that      10 this document relates to the product in      11 question in the litigation?      12 Q. Yes. Assuming that it relates      13 to the product at issue in this litigation.      14 A. I don't know.      15 Q. Does Chargeurs, S.A. have any      16 knowledge that Veratex altered the Chargeurs      17 interlining at issue in this case in any way?      18 THE INTERPRETER: The      19 interpreter just wishes to make a      20 remark. The word alter for me has the      21 meaning of transforming for -- and      22 bearing as in refining, transforming a      23 product.      24 MR. NIEDERER: Correct. Alter      25 meaning transforming or refining the</p>

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1 Defait  
 2 product in any way.  
 3 THE INTERPRETER: For the  
 4 purpose of selling it in a more  
 5 specialized form?  
 6 MS. MORGAN: Or -- well, I'm --  
 7 MR. NIEDERER: Yes.  
 8 THE INTERPRETER: Because it is  
 9 ambiguous.  
 10 MR. NIEDERER: Sure. And let me  
 11 explain the question for the interpreter  
 12 for the record.  
 13 So under the law, if there's an  
 14 alteration of the product, a material  
 15 alteration of the product, then if that  
 16 material alteration of the product by  
 17 Veratex caused harm, there may be some  
 18 liability to Veratex, assuming there  
 19 was harm.  
 20 THE INTERPRETER: But when  
 21 there's an alteration, the product has  
 22 another code; right? It becomes  
 23 another product? Is that the meaning  
 24 of that?  
 25 MR. NIEDERER: It all goes to

1 Defait  
 2 Does Chargeurs, S.A. have any  
 3 knowledge as to who manufactured the product  
 4 at issue in this litigation?  
 5 A. Yes.  
 6 Q. And who is that manufacturer?  
 7 A. We know that the product came  
 8 from LP Wujiang, but we don't know exactly  
 9 if the final product that was delivered to  
 10 Hickey Freeman, we don't have any exact  
 11 knowledge about the final product that was  
 12 delivered to Hickey Freeman, if the product  
 13 was produced at the Wujiang factory  
 14 corresponds exactly to the product delivered  
 15 to Hickey Freeman.  
 16 Q. So is it your testimony that LP  
 17 Wujiang was involved in the manufacturing --  
 18 in some aspect of the manufacturing process?  
 19 A. That's right. LP Wujiang  
 20 participated in the manufacturing of the  
 21 final product delivered to Hickey Freeman.  
 22 Q. Do you know --  
 23 A. I would like to add that that's  
 24 what we've learned in the context of the  
 25 Hickey Freeman litigation.

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1 Defait  
 2 what the term material alteration. For  
 3 example, if it was --  
 4 MR. D'ANGELO: Do you want this  
 5 to be on the record?  
 6 MR. NIEDERER: Let's go off the  
 7 record.  
 8 (Whereupon, a discussion was  
 9 held off the record.)  
 10 MR. NIEDERER: For the record,  
 11 we had a discussion with the  
 12 interpreter with regards to the  
 13 possible translation and the meaning of  
 14 my question. I'm going to withdraw my  
 15 prior question and ask a new question.  
 16 Q. Ma'am, do you have any knowledge  
 17 that Veratex altered the Chargeurs  
 18 interlining at issue in this case in any  
 19 way, including changing its physical  
 20 appearance, cutting it, its chemical  
 21 composition or anything else?  
 22 A. Today Chargeurs, S.A. doesn't  
 23 have any information on that.  
 24 Q. Ma'am, I'm done with that  
 25 exhibit.

1 Defait  
 2 Q. Who did you learn that from?  
 3 A. On the basis of the documents  
 4 that we received in the context of this  
 5 litigation.  
 6 Q. Did anyone from Chargeurs, S.A.  
 7 confirm with Wujiang that they were involved  
 8 in the manufacturing process of the interlining  
 9 in this case?  
 10 A. No. This is information that we  
 11 obtained from documents in the file.  
 12 Q. Is Chargeurs, S.A. aware of any  
 13 other entities other than LP Wujiang that  
 14 was involved in any other aspect other than  
 15 the manufacturing process?  
 16 A. No.  
 17 Q. Is Chargeurs, S.A. aware who  
 18 helped design the product at issue in this  
 19 litigation?  
 20 A. No. Okay. When you talk about  
 21 design, how do you define that?  
 22 Q. Sure. Design of a product is  
 23 the process from the initial conception of a  
 24 product through all of the design stages  
 25 including preliminary testing before there

<p style="text-align: right;">Page 298</p> <p>1                   Defait 2 is a decision to manufacture the product for 3 sale. 4     A. So from my understanding of 5 design, it's everything that takes place 6 before the manufacturing process, and if 7 that is indeed the case, if that's the 8 understanding, then indeed Chargeurs, S.A. 9 does not know.</p> <p>10    Q. Okay. 11    For example, that would include 12 the selection of the base material, the 13 resin or any other aspect of the product? 14    A. So I can confirm that Chargeurs, 15 S.A. does not know who is the -- who is at 16 the source of the design of this product. 17    Q. Is there a particular Chargeurs 18 entity under the Chargeurs group that 19 typically handles design of a product like 20 interlining? 21    A. You mean a company whose sole 22 activity would be to design interlining for 23 all of the companies in Chargeurs? 24    Q. It doesn't have to be the sole 25 activity of that company, but the company</p>	<p style="text-align: right;">Page 300</p> <p>1                   Defait 2 I don't remember the specific questions that 3 were asked. 4     Q. Okay. 5     I have notes that you testified 6 that you do not know on behalf of Chargeurs, 7 S.A. whether the Hong Kong limited company 8 was involved at all in the sales involving 9 the interlining at issue in this case? 10    A. That's right. 11    Q. If documents show that the 12 subject product at issue in this case was 13 sold by the Hong Kong entity to Veratex, 14 does Chargeurs, S.A. have any understanding 15 why that may have occurred? 16    A. I don't quite understand the 17 sense of the question why that may have 18 occurred. 19    Q. Sure. 20    Does Wujiang ever sell products 21 to the Hong Kong entity? 22    A. I don't know. 23    Q. Do you have any understanding as 24 to the relationship between the two Chinese 25 entities, the Wujiang entity and the Hong</p>
<p style="text-align: right;">Page 299</p> <p>1                   Defait 2 has to be involved in some aspect of the 3 design regarding a product like interlining 4 which is at issue in this case? 5     A. So you're referring to the 6 interlining at issue in the Hickey Freeman 7 litigation? 8     Q. Interlining like the one. It 9 doesn't have to be that specific interlining. 10    A. No. Chargeurs, S.A. does not 11 know of any entity of Chargeurs Fashion 12 Technologies that deals with all of the 13 design processes for the interlining that is 14 in question in the Hickey Freeman litigation. 15    Q. Does Chargeurs, S.A. have any 16 knowledge as to any entity that provides or 17 provided technical assistance or information 18 to anyone regarding the interlining at issue 19 in this case? 20    A. No. 21    Q. You were asked earlier about a 22 Hong Kong limited entity. Do you recall 23 those questions? 24    A. I remember, yes, I recall that I 25 was asked questions about this company, but</p>	<p style="text-align: right;">Page 301</p> <p>1                   Defait 2 Kong entity? 3     A. That's a very broad question. 4     Do you mean their business relationship? 5     Q. Correct. Is there something 6 that the Hong Kong entity does that Wujiang 7 does not do and vice versa? 8     A. I don't know. 9     Q. So do you have any knowledge 10 whether Wujiang is the factory that 11 participates in the manufacturing of the 12 product and then sells to Hong Kong to allow 13 those products to be sold outside of China? 14    A. I've never seen any documents 15 that would permit me to understand the 16 statement you made. I don't know if there 17 is any business exchange between Wujiang, 18 Hong Kong and Veratex since I've never seen 19 any contracts or invoices that would attest 20 to that. 21    Q. By reference, I would like to 22 show you what was previously marked at Barry 23 Diamond's deposition, it is in Exhibit 7, 24 and, ma'am, if you would look through that 25 document.</p>



<p>1                      Defait 2        any trouble, I'll withdraw and ask 3        another question. 4                      THE INTERPRETER: Yes. Okay. 5                      MR. NIEDERER: That's fine. 6                      THE INTERPRETER: Sorry. 7                      MR. NIEDERER: No. That's fine. 8        And this is also an instruction to the 9        interpreter. To the extent you don't 10      understand my question, it's important 11      you understand it for interpretation. 12      So please let me know. 13      THE INTERPRETER: Okay. 14      Q. Does Chargeurs, S.A. have any 15      knowledge about any sale of anything between 16      the Wujiang and the Hong Kong entities at 17      any time? 18      A. On the basis of any existing 19      invoices or contracts between Wujiang and 20      Hong Kong, the two entities, those documents 21      are documents that Chargeurs, S.A. has no 22      access to, and, therefore, I can't answer 23      your question in any affirmative way. 24      Q. What about any internal reports 25      among the subsidiaries or I think you've</p>	<p>1                      Defait 2        information outside of the noticed 3        topics of the deposition as it relates 4        to any products. Otherwise, 5        notwithstanding that, if you can answer 6        the question, you can do so. 7                      A. In relation to the products in 8        question, Chargeurs, S.A. doesn't have any 9        information to date concerning the business 10      relationship between Wujiang and Hong Kong. 11      MR. NIEDERER: Is that the 12      complete translation? 13      THE INTERPRETER: Yes. 14      MR. NIEDERER: Okay. 15      Q. My question was beyond just the 16      products at issue in this litigation. My 17      question was Chargeurs, S.A.'s knowledge to 18      the extent it has knowledge of any products 19      sold at any time between those two entities. 20      MS. MORGAN: Same objection as I 21      stated earlier. 22      MR. NIEDERER: Just so the 23      record is clear, you're not instructing 24      her not to answer, you're just 25      preserving an objection?</p>
<p>Page 307</p> <p>1                      Defait 2        called them divisions as well within 3        Chargeurs group about any sales between 4        Wujiang and the Hong Kong entity? 5                      A. The financial reports to 6        Chargeurs, S.A. concern the financial 7        information of the various companies, but 8        not the relationships between the actual 9        companies, the subsidiaries, such as Wujiang 10      and Hong Kong. Therefore, the financial 11      reports to Chargeurs, S.A. do not contain 12      that kind of information. 13      Q. Is there any information 14      available to Chargeurs, S.A. that would 15      contain information on sales between Wujiang 16      and Hong Kong? 17      A. What products and covering what 18      periods? And when you say available to 19      Chargeurs, S.A., what do you mean? 20      Q. Any products, any periods and 21      any information that Chargeurs, S.A. would 22      have access to or control over at any time 23      in any way. 24      MS. MORGAN: Objection to the 25      extent that the question relates to</p>	<p>Page 309</p> <p>1                      Defait 2        MS. MORGAN: I am preserving an 3        objection. 4                      MR. NIEDERER: Okay. 5        MS. MORGAN: And to the extent 6        you can answer it as it refers to the 7        topics on behalf of Chargeurs, S.A., 8        you can do so. 9                      A. Before answering, I would like 10      to know what you mean by knowledge. Is this 11      knowledge of documents that have been 12      submitted to Chargeurs, S.A.? 13      Q. I'm talking about Chargeurs's 14      knowledge -- Chargeurs, S.A.'s knowledge 15      regardless if documents were submitted, it 16      oversaw them, found out from a secondary 17      source that they exist. I'm just talking 18      knowledge in general. Verbal communications, 19      e-mails, anything? 20      A. Before the Hickey Freeman 21      litigation, Chargeurs, S.A. had no knowledge 22      of any information concerning the sales of 23      products from LP Wujiang to Chargeurs 24      Interlining Hong Kong in respect of the 25      products in question in this litigation.</p>

<p>1 Defait</p> <p>2 MR. STASSEN: Can we take a</p> <p>3 two-minute break?</p> <p>4 MS. MORGAN: Yes.</p> <p>5 MR. NIEDERER: I'm going to</p> <p>6 forget my question, but that's okay.</p> <p>7 MS. MORGAN: Well, that's why</p> <p>8 she's here. I mean, I think a</p> <p>9 two-minute --</p> <p>10 MR. NIEDERER: No. I'm going to</p> <p>11 forget my next question, but that's</p> <p>12 okay. Let's take a break.</p> <p>13 (Whereupon, a brief recess was</p> <p>14 taken.)</p> <p>15 MR. NIEDERER: Can you read back</p> <p>16 the last question and answer?</p> <p>17 (Whereupon, the requested</p> <p>18 portion of the record was read back</p> <p>19 by the reporter.)</p> <p>20 CONTINUED BY MR. NIEDERER:</p> <p>21 Q. I understand your response is</p> <p>22 limited to knowledge after the Hickey</p> <p>23 Freeman claim and regarding the subject</p> <p>24 product. My question is: At any point in</p> <p>25 time, does Chargeurs, S.A. have knowledge</p>	<p>1 Defait</p> <p>2 myself to answer questions concerning the</p> <p>3 product at issue in this litigation.</p> <p>4 Q. And if I understand your</p> <p>5 testimony, you don't have any knowledge</p> <p>6 regarding any sale between Wujiang and the</p> <p>7 Hong Kong Limited entities regarding the</p> <p>8 subject interlining in this case; fair to</p> <p>9 say?</p> <p>10 MS. MORGAN: Asked and answered.</p> <p>11 You can answer again with the same</p> <p>12 objection.</p> <p>13 A. That's right. To date, I don't</p> <p>14 have any knowledge of any sale from Wujiang</p> <p>15 to Hong Kong concerning the products that</p> <p>16 were alleged to be defective by Hickey Freeman.</p> <p>17 Q. Do you have knowledge in a</p> <p>18 commercial sales context of the term value</p> <p>19 added to a product?</p> <p>20 MS. MORGAN: Objection to the</p> <p>21 extent that that's asking a question</p> <p>22 about a topic that's not noticed in the</p> <p>23 deposition. Ms. Defait, you can answer</p> <p>24 to the extent that you can for</p> <p>25 Chargeurs, S.A.</p>
<p>Page 311</p> <p>1 Defait</p> <p>2 about any sales between Wujiang and the Hong</p> <p>3 Kong Limited entity?</p> <p>4 MS. MORGAN: And the same</p> <p>5 objection that the question calls for a</p> <p>6 topic area which was not noticed in the</p> <p>7 30(b)(6) Notice provided by Veratex.</p> <p>8 To the extent, Ms. Defait, that you can</p> <p>9 answer on behalf of Chargeurs, S.A.,</p> <p>10 you can.</p> <p>11 A. I can't answer that this</p> <p>12 question because I don't have -- I haven't</p> <p>13 any knowledge of it. I hadn't prepared for</p> <p>14 the -- for this subject at the deposition</p> <p>15 outside of its context. It's a very broad</p> <p>16 question, it contains all products for any</p> <p>17 period, and so I don't know.</p> <p>18 Q. So as you sit here today, you</p> <p>19 have no knowledge about any product being</p> <p>20 sold between Wujiang and Hong Kong Limited?</p> <p>21 Fair to say?</p> <p>22 MS. MORGAN: Same objection.</p> <p>23 You can answer.</p> <p>24 A. I can answer that I cannot answer</p> <p>25 the question because I have only prepared</p>	<p>Page 313</p> <p>1 Defait</p> <p>2 MR. NIEDERER: And just note</p> <p>3 that I'm not going to get into a back</p> <p>4 and forth --</p> <p>5 MS. MORGAN: Yes. I'm preserving</p> <p>6 the objection.</p> <p>7 MR. NIEDERER: Yes. Sure.</p> <p>8 A. So the question is if I have any</p> <p>9 knowledge about what the term added value</p> <p>10 means in the context of the sale of the</p> <p>11 product, commercial sale of the product?</p> <p>12 Q. Let me ask you some other</p> <p>13 questions. I'm going to withdraw that</p> <p>14 question.</p> <p>15 Are you personally, not as</p> <p>16 Chargeurs, S.A., involved in any tax</p> <p>17 preparation or consultation with tax</p> <p>18 preparers or in any way in a commercial</p> <p>19 context regarding value added taxes or value</p> <p>20 added to a product for either tariffs or any</p> <p>21 issues regarding sales in any context?</p> <p>22 A. Me personally if I'm consulted</p> <p>23 on this kind of subject?</p> <p>24 Q. Do you have any knowledge of it?</p> <p>25 MS. MORGAN: Objection to the</p>

<p>1 Defait</p> <p>2 form that it's not -- this isn't an</p> <p>3 individual deposition of Ms. Defait.</p> <p>4 To the extent you can answer, you can</p> <p>5 do so.</p> <p>6 MR. NIEDERER: Just for the</p> <p>7 record, the reason I'm asking this</p> <p>8 witness that information, to the extent</p> <p>9 as a human being testifying she has</p> <p>10 sufficient understanding of the term in</p> <p>11 order to testify. It's a preliminary</p> <p>12 question.</p> <p>13 A. I know what VAT represents, at</p> <p>14 least in France, but I'm not a specialist on</p> <p>15 value added taxes. In terms of added value</p> <p>16 on a product in the context of a commercial</p> <p>17 sell, well, that is a very broad topic and</p> <p>18 it would really depend on the context.</p> <p>19 MR. NIEDERER: Let's go off the</p> <p>20 record. I just need a short break.</p> <p>21 (Whereupon, a recess was taken.)</p> <p>22 MS. MORGAN: Chargeurs, S.A.</p> <p>23 hereby stipulates with Hickey Freeman</p> <p>24 and Veratex the following terms</p> <p>25 concerning the continued 30(b)(6)</p>	<p>1 Defait</p> <p>2 mutually convenient time and date that</p> <p>3 is within the current scheduling order</p> <p>4 or outside the scheduling order as</p> <p>5 agreed by all the parties.</p> <p>6 MR. NIEDERER: Eric Niederer on</p> <p>7 behalf of Veratex. That does summarize</p> <p>8 the stipulation that Veratex agrees to.</p> <p>9 At this point in time, Veratex does</p> <p>10 request dates offered by Chargeurs, S.A.</p> <p>11 for the continued deposition and we</p> <p>12 await their response.</p> <p>13 MS. MORGAN: And I will add that</p> <p>14 for the avoidance of doubt, what is</p> <p>15 meant by pursuant to the same Notice is</p> <p>16 that the continued deposition would be</p> <p>17 pursuant to the same topics that are</p> <p>18 within the Notice dated May 30, 2018</p> <p>19 entitled Cross-Notice of Deposition of</p> <p>20 Chargeurs, S.A.</p> <p>21 MR. NIEDERER: In addition to</p> <p>22 any questions I have pursuant to the</p> <p>23 plaintiff's topic areas and testimony</p> <p>24 elicited from plaintiff's counsel</p> <p>25 during the last two days of deposition;</p>
Page 315	Page 317
<p>1 Defait</p> <p>2 deposition of Chargeurs, S.A.</p> <p>3 The parties agree that pursuant</p> <p>4 to Veratex's 30(b)(6) Notice dated May</p> <p>5 30, 2018, the deposition of a</p> <p>6 Chargeurs, S.A. representative will</p> <p>7 continue on the following terms: That</p> <p>8 the continued deposition will be</p> <p>9 remotely, it will be with an</p> <p>10 interpreter at Veratex's cost, it will</p> <p>11 be pursuant to the same notice that I</p> <p>12 just recited and referred to dated May</p> <p>13 30, 2018, it will also include the</p> <p>14 opportunity of Veratex's counsel to</p> <p>15 question Chargeurs's 30(b)(6) witness</p> <p>16 with regards to any questions and</p> <p>17 corresponding testimony elicited by</p> <p>18 Hickey Freeman's attorney on June 18</p> <p>19 and 19 of 2018.</p> <p>20 Plaintiff can also have an</p> <p>21 opportunity to have any follow-up</p> <p>22 questions after Veratex's questioning</p> <p>23 is concluded. All the questioning will</p> <p>24 be at the maximum of seven hours, and</p> <p>25 this continued deposition will be at a</p>	<p>1 Defait</p> <p>2 correct.</p> <p>3 MS. MORGAN: The 18th and 19th;</p> <p>4 correct.</p> <p>5 MR. NIEDERER: Yes.</p> <p>6 MS. MORGAN: Okay.</p> <p>7 MR. D'ANGELO: I have nothing to</p> <p>8 add.</p> <p>9 MR. NIEDERER: Thank you.</p> <p>10 (Time noted: 7:21 p.m.)</p>

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1  
2                   A C K N O W L E D G E M E N T  
3

4                   I, VANESSA DEFAIT, hereby  
5 certify that I have read the transcript  
6 of my testimony taken under oath in my  
7 deposition of June 19, 2018; that the  
8 transcript is a true, complete and  
9 correct record of what was asked,  
10 answered and said during this  
11 deposition, and that the answers on the  
12 record as given by me are true and  
13 correct.  
14  
15  
16

---

17                   VANESSA DEFAIT  
18  
19                   Subscribed and sworn to  
20                   before me this \_\_\_\_ day  
21                   of \_\_\_\_\_, 2018.  
22

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23                   NOTARY PUBLIC  
24  
25

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WITNESS	EXAMINATION BY	PAGE	
Vanessa Defait	Mr. D'Angelo	173	
CHARGEURS	EXHIBITS	DESCRIPTION	PAGE
Exhibit 11	Technical Presentation bearing production numbers LDP000248-LDP000294	197	
Exhibit 12	10-page document produced in native format bearing production number LDP003382	225	
Exhibit 13	Three-page document entitled Daily Production Laboratory Test Report bearing production numbers LDP003204	237	
Exhibit 14	e-mail chain bearing production numbers VERATEX SUPP.003329 - VERATEX SUPP.003398	241	
Exhibit 15	e-mail chain bearing production numbers LDP001846-LDP001849	246	

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1

2 ERRATA SHEET

3 CASE NAME: HICKEY FREEMAN v. CHARGEURS

4 DATE OF DEPOSITION: 6/19/18

5 WITNESS' NAME: VANESSA DEFAIT REF: 21844

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20 VANESSA DEFAIT

21 SUBSCRIBED AND SWORN TO

BEFORE ME THIS \_\_\_\_ DAY

22 OF \_\_\_\_\_, 2018.

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24 MY COMMISSION EXPIRES \_\_\_\_\_

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